

SUWANNEE COUNTY SCHOOL BOARD  
PUBLIC HEARING  
May 22, 2018

AGENDA

Call to Order –5:55 p.m.

**Assistant Superintendent of Administration – Bill Brothers:**

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

- #3.06 Safe and Secure Schools (*Revised*)
- #6.35 Use of Sick Leave by Family Members (*Revised*)
- #7.17 Authorized Travel Expenses (*Revised*)
- #9.05 Advertising in Schools (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
May 22, 2018

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

## CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes:  
(pgs. 11-41)

April 10, 2018	- Workshop Session
	- Special Meeting
April 24, 2018	- Expulsion Issues Hearing (Private)
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for April 2018.
3. The Superintendent presents the following bills for the period April 1-30, 2018:

General Fund	
#169591-169804	\$ 467,026.04
Electronic Fund Transfers	<u>3,058,751.19</u>
	\$ 3,525,777.23

Federal Fund	
#50389-50433	\$ 71,228.33
Electronic Fund Transfers	<u>377,275.30</u>
	\$ 448,503.63

Food Service Fund	
#32683-32726	\$ 193,448.64
Electronic Fund Transfers	<u>123,479.59</u>
	\$ 316,928.23

LCIF		
#7729-7733	\$	25,865.00
Electronic Fund Transfers		<u>0.00</u>
	\$	25,865.00

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-10	III-10	IV-10 (Federal)
		IV-10 (Food Service)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated May 22, 2018. **(pg. 42)**
6. The Superintendent recommends approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-09	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and ACV Health Services, LLC, Dowling Park, Florida <i>(Renewal)</i> <b>(pgs. 43-48)</b>
#2019-10	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center <i>(Renewal)</i> <b>(pgs. 49-59)</b>
#2019-11	Clinical Education Agreement between the Suwannee County School Board Medical Secretary Program and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, Florida <i>(Renewal)</i> <b>(pgs. 60-65)</b>
#2019-12	Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center <i>(Renewal)</i> <b>(pgs. 66-76)</b>

- #2019-13 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 77-86)**
- #2019-14 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Bienvenido Samera, MD PA, Branford, Florida (*Renewal*) **(pgs. 87-92)**
- #2019-15 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and ACV Health Services, LLC, Dowling Park, Florida (*Renewal/Revised*) **(pgs. 93-98)**
- #2019-16 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, Florida (*Renewal*) **(pgs. 99-104)**
- #2019-17 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Andres R. Villar, MD PA d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (*Renewal*) **(pgs. 105-110)**
- #2019-18 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Hamilton Health Enterprises, Inc. d/b/a Suwannee Valley Nursing Center, Jasper, Florida (*Renewal*) **(pgs. 111-116)**
- #2019-19 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Emory Medical Corporation d/b/a Women's Center of Florida (*Renewal*) **(pgs. 117-122)**
- #2019-20 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and NF Suwannee, LLC d/b/a Suwannee Health Care Center, Live Oak, Florida (*Renewal*) **(pgs. 123-128)**
- #2019-21 Clinical Education Agreement between the Suwannee County School Board Phlebotomy Program and Madison County Memorial Hospital (*Renewal*) **(pgs. 129-134)**



- #2019-22 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Doctor's Memorial Hospital Inc., Perry, Florida (*Renewal*)  
**(pgs. 135-140)**
- #2019-23 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Lake City Surgery Center, LLC, Lake City, Florida (*Renewal*)  
**(pgs. 141-146)**
- #2019-24 Clinical Education Agreement between the Suwannee County School Board Surgical Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 147-156)**
- #2019-25 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Advent Christian Village, Inc. (*Renewal*) **(pgs. 157-162)**
- #2019-26 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida (*Renewal*)  
**(pgs. 163-168)**
- #2019-27 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. 90, Lake City, Florida (*Renewal*)  
**(pgs. 169-174)**
- #2019-28 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Cheek & Scott Drugs, Inc., Live Oak, Lake City, and Jasper, Florida (*Renewal*) **(pgs. 175-180)**
- #2019-29 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Genoa, a QoL Healthcare Company, LLC, Lake City and Gainesville, Florida (*Renewal*) **(pgs. 181-186)**
- #2019-30 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center (*Renewal*) **(pgs. 187-201)**
- #2019-31 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. (*Renewal*)  
**(pgs. 202-207)**

- #2019-32 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy, Inc., SW Main Boulevard, Lake City, Florida (*Renewal*) **(pgs. 208-213)**
- #2019-33 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), Lake City, Florida (*Renewal*) **(pgs. 214-219)**
- #2019-34 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. (*Renewal*) **(pgs. 220-225)**
- #2019-35 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida (*Renewal*) **(pgs. 226-231)**
- #2019-36 Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Live Oak, Florida (*Renewal*) **(pgs 232-237 )**
- #2019-37 Clinical Education Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts; and Dietetic Management and Supervision Programs and Solaris HealthCare Lake City, Lake City, Florida (*Renewal*) **(pgs. 238-243)**
- #2019-38 Clinical Education Agreement between the Suwannee County School Board Commercial Foods and Culinary Arts; and Dietetic Management and Supervision Programs and NF Suwannee, LLC d/b/a Suwannee Health Care Center, Live Oak, Florida (*Renewal*) **(pgs. 244-249)**
- #2019-39 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and Miles Consulting LLC (*Renewal*) **(pgs. 250-261 )**
- #2019-40 Suwannee County Public Schools Rate and Service Contract 2018-2019 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 262-276)**

- #2019-41 Suwannee County Public Schools Rate and Service Contract 2018-2019 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) (pgs. 277-291)
- #2019-42 Suwannee County Public Schools Rate and Service Contract 2018-2019 between the Suwannee County School Board and Bright Stars Academy, Inc. for the Teen Age Parent Program (TAPP) (*Renewal*) (pgs. 292-306)
- #2019-43 Suwannee County Public Schools Rate and Service Contract 2018-2019 between the Suwannee County School Board and Renata Beasley d/b/a Renata Beasley Large Family Childcare Home for the Teen Age Parent Program (TAPP) (*Renewal*) (pgs. 307-321)

7. The Superintendent recommends approval of the following student transfers for the 2017-2018 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Da’Vion	Paul	Suwannee	Hamilton	3
D’Andre	Tarver	Suwannee	Hamilton	8
Demetrius	Tarver	Suwannee	Hamilton	8

8. The Superintendent recommends approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ella Grace	Pittman	Suwannee	Hamilton	1
Jacob	Pittman	Suwannee	Hamilton	10
Morgan	Pittman	Suwannee	Hamilton	4

## REGULAR AGENDA

### **Assistant Superintendent of Administration – Bill Brothers:**

1. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)
  - #3.06 Safe and Secure Schools (*Revised*)
  - #6.35 Use of Sick Leave by Family Members (*Revised*)
  - #7.17 Authorized Travel Expenses (*Revised*)
  - #9.05 Advertising in Schools (*Revised*)
2. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:
  - #5.021 Homeless Students (*Revised*) (pgs. 322-329)
  - #5.152 Medical Marijuana (*New*) (pgs. 330-334)
  - #7.25 Hospitality Funds (*Revised*) (pg. 335)
3. The Superintendent recommends approval of the 2018-2019 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.)
4. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2018, through June 30, 2019.
5. The Superintendent recommends approval that the Crime Stoppers Program and 24-Hour Tip Hotline, as sponsored by and managed by the Suwannee County Sheriff's Office, be adopted as the anonymous tip reporting method related to tips of violence or weapons for the school district.

**Director of Career, Technical, and Adult Education – Mary Keen:**

6. The Superintendent recommends approval of the following contracts/agreements for the 2018-2019 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2019-44      Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center, Lake City, Florida (*New*) **(pgs. 336-341)**
- #2019-45      Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Smith & Sorenson, LLC d/b/a Rising Oaks Assisted Living, Live Oak, Florida (*New*) **(pgs. 342-347)**

**Director of Food Service – Lisa Dorris:**

7. The Superintendent recommends approval of the following bid:

- #18-201      An additional one year extension, for the 2018-2019 fiscal year, to Bassett Dairy Products, Inc., for milk.

**Director of Human Resources – Walter Boatright:**

8. The Superintendent recommends approval of the Suwannee County School District Staffing Plan 2018-2019. **(pgs. 348-355)**
9. Personnel Changes List **(pgs. 356-372)**

**School Board Attorney – Leonard Dietzen:**

10. Legal Counsel's Report

**Superintendent of Schools – Ted Roush:**

11. Superintendent's Report

**School Board Members:**

12. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
April 10, 2018

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie DePratter was absent.

Administrators and others present: Walter Boatright (arrived at 9:15 a.m.), Bill Brothers (arrived at 9:14 a.m.), Mark Carver, Lisa Dorris, Janene Fitzpatrick, Toni Greenberg, Leah Harrell, Malcom Hines, Terry Huddleston, Mary Keen, Debbie Land, Chris Landrum, Marsha Tedder (arrived at 9:02 a.m.), Jimmy Wilkerson, Josh Williams (arrived at 9:12 a.m.), and Kelli Williams. Pamela Hill, Teacher at Lake City Medical Center, was also present.

Chairman Taylor called the meeting to order at 9:00 a.m.

Project Search Update ..... Toni Greenberg

Ms. Greenberg deferred to Ms. Pamela Hill, who provided a PowerPoint presentation regarding an update on Project Search.

Student Services Department Update.....Debbie Land

- SP&P Document
- Attendance Procedure

Mrs. Land provided information on the following:

- Distributed and reviewed a handout regarding an update on the SP&P document
- Reviewed various contract renewals that would be on the April 24, 2018, Board agenda
- Distributed and reviewed a handout regarding an update on attendance procedures

Human Resources Department Update ..... Walter Boatright

- Personnel (pgs. 2-19)

Mr. Boatright provided information regarding the following proposed new job descriptions and the associated salary schedule revisions:

- Job Description #176 – Director of School Safety and Other Administrative Services (mandatory due to 2018 legislation; will be funded by Safe Schools allocation and not the General Fund); position would be placed on the Principals and Administrators Salary Schedule on Line 5
- Job Description #177 – Counselor-Mental Health Support (mandatory due to 2018 legislation; will be funded by Safe Schools allocation and not the General Fund); position would be placed on the Instructional Teacher and Social Worker Salary Schedule/Appendix A
- Job Description #178 – Coordinator of Secondary Opportunity Schools; position would be placed on the Assistant Principals, Curriculum, and Other Program Coordinators Salary Schedule; position would take the place of the TSA position currently serving the Secondary Opportunity School at SHS; Board members asked for the following changes: Item #1 be changed to strike the word “secondary” and replace with “all”; also to strike the word “secondary” from the title of the job description, as well as the salary schedule; and on page 10, Item (3) to change the word “ten” to “three”
- Job Description #179 – Financial Aid Specialist; position would be placed on the Confidential Employees Secretarial and Other Personnel Salary Schedule on Line 1AA; this position would replace the current Financial Aide Coordinator position at RTC, which would be frozen

Mr. Boatright provided information regarding the following:

- Overlap of two assistant principal positions, at BHS, to provide the principal additional assistance for the remainder of the school year
- Add/hire an additional assistant principal position, at BHS, effective July 1, 2018
- Fill the administrative secretary position, at BHS, that has been vacant for the past ten years

Mr. Taylor expressed concern with the moving of the current assistant principal, at BHS, for whatever reason and now asking to overlap the two positions, plus add



an additional secretarial position. Mr. Roush provided information regarding Mr. Taylor's concerns. Mrs. Fitzpatrick confirmed there would be no Dean position at BHS, as well. Discussion followed. Mr. Taylor asked for the "bottom line" dollar cost to the budget and/or District. He also asked that no teacher or paraprofessional position be cut to accommodate these additional positions, as well as no impact to the budget.

Career, Technical, and Adult Education Department Update..... Mary Keen

- Personnel

Mrs. Keen provided information on the following:

- Add two positions at RTC: one part-time teacher position for the Practical Nurse Education Program for clinical settings, as needed, up to 20 hours per week; and one part-time teacher position for the Welding Program.

Policy Updates.....Bill Brothers

Mr. Brothers reviewed updates/revisions to the following policies:

- #3.06 Safe and Secure Schools  
Board members questioned if adult "students" could possess a securely, encased concealed firearm in their vehicle (Item F). Mr. Dietzen responded that it should state "employees" instead of "adults". Consensus of the Board was to make the change as stated by Mr. Dietzen.
- #6.35 Use of Sick Leave by Family Members
- #7.17 Authorized Travel Expenses
- #9.05 Advertising in Schools

Superintendent Update ..... Ted Roush

Mr. Roush provided information on the following:

- Distributed and reviewed a handout on the proposed District Staffing Plan. Mr. Roush stated that the necessary changes would be made and brought back before the Board for approval.
- Distributed and reviewed a handout on the proposed revised contract for the District's School Resource Officers (SRO). Board members suggested that we ask for "up to nine SROs".
- Closings for the old District Office property purchase and the purchase of property by Gordon Tractor should occur within the next two weeks.
- Kudos to Debbie Land, and the Student Services Department, regarding the ESE Department Self-Monitoring, which came back all in compliance.

The workshop adjourned at 12:48 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
April 10, 2018

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie DePratter was absent.

Chairman Taylor called the meeting to order at 12:56 p.m.

MOTION by Mr. daSilva, second by Mr. White, for approval to adopt the agenda.  
MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

1. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of the School Advisory Councils, for the following schools, for the 2017-2018 school year:
  - a. Branford Elementary School (pg. 3)
  - b. Suwannee Primary School (pg. 4)
  - c. Suwannee Elementary School (pg. 5)
  - d. Suwannee Intermediate School (pg. 6)
  - e. Suwannee Middle School (pg. 7)
  - f. Suwannee High School (pg. 8)

MOTION CARRIED UNANIMOUSLY

**Director of Human Resources – Walter Boatright:**

2. MOTION by Mr. daSilva, second by Mr. White, for approval of the following personnel items for the 2017-2018 school year:
  - a. Overlap two contracts for the Assistant Principal position at Branford High School (Note: The overlap will be for approximately two months and will end June 30, 2018.)

- b. Freeze the Financial Aide Coordinator position at RIVEROAK Technical College, effective May 29, 2018
- c. Add a Financial Aid Specialist position at RIVEROAK Technical College, effective May 29, 2018
- d. Add Job Description #179 - Financial Aid Specialist (*New*) (pgs. 9-11)
- e. Revise *Salary Schedule Confidential Employees 2017-2018 Secretarial and Other Personnel* to reflect compensation for Financial Aid Specialist position on Line 1AA (pg. 12)

MOTION CARRIED UNANIMOUSLY

- 3. MOTION by Mr. White, second by Mr. Alcorn, for approval of the following personnel item for the 2018-2019 school year:
  - a. Add one Assistant Principal position at Branford High School, effective July 1, 2018

MOTION CARRIED UNANIMOUSLY

**Miscellaneous**

Mr. Alcorn stated he received a copy of a letter of resignation from an employee and felt it was also a cry of help for the FFA programs throughout the entire school district. Mr. Roush confirmed with Mr. Hines that the Suwannee High School (SHS) program is under close scrutiny for the upcoming school year. Mr. Roush stated that Mr. Hines, Mr. Huddleston, and Mr. Wilkerson would provide an update, regarding the FFA Programs, to the Board in a future workshop.

The meeting adjourned at 1:12 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
April 24, 2018

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Lee Willis was also present.

Chairman Taylor called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Elementary School 3<sup>rd</sup> Grade Chorus student organization.

Superintendent Roush recognized the donation of medical supplies to RIVEROAK Technical College (RTC) by Health Care Logistics, which was secured by Katie Miller, Teacher at RTC.

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

➤ There were none.

MOTION by Mr. daSilva, second by Mr. White, for approval to adopt the Agenda.  
MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Consent Agenda, except for Contract #2019-08, under Item #6, which was pulled for separate action. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Ms. Cason, for approval of Contract #2019-08, under Item #6, on the Consent Agenda, with the following changes:

- Page 95, under #2, change the language as follows: “\$40,000 per SRO, per year (up to \$360,000)”, to “\$44,000 per SRO, per year (up to \$396,000).”
- Page 97, add a new #8, with the following language: “The Sheriff and Superintendent shall review and renew annually those school district employees participating in the school Guardian Program.”
- Page 97, renumber the last two sections (#8 to #9; and #9 to #10).

MOTION CARRIED UNANIMOUSLY

### CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: **(pgs. 11-27)**

March 1, 2018	- Special Meeting
March 20, 2018	- Workshop Session
	- Expulsion Issues Hearing (Private)
March 27, 2018	- Regular Meeting

2. Approval of the monthly financial statement for March 2018.

3. The following bills for the period March 1-31, 2018:

General Fund	
#169363-169590	\$ 492,142.78
Electronic Fund Transfers	<u>4,025,889.98</u>
	\$ 4,518,032.76

Federal Fund		
#50328-50388	\$	72,062.13
Electronic Fund Transfers		<u>377,194.30</u>
	\$	449,256.43
Food Service Fund		
#32632-32682	\$	193,234.29
Electronic Fund Transfers		<u>114,447.77</u>
	\$	307,682.06
LCIF		
#7708-7728	\$	155,580.15
Electronic Fund Transfers		<u>140.48</u>
	\$	155,720.63

4. Approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-9	III-9	IV-9 (Federal)
		IV-9 (Food Service)

5. Approval for disposal of property as per the attached Property Disposition Form dated April 24, 2018. **(pg. 28)**
6. Approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-02	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Independent Training for the Blind, Inc. <i>(Renewal)</i> <b>(pgs. 29-40)</b>
#2019-03	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Resolutions in Special Education, Inc. <i>(Renewal)</i> <b>(pgs. 41-53)</b>

- #2019-04 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and ED-TRAKK, Inc. (*Renewal/Revised*) (pgs. 54-64)
- #2019-05 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and AMH Counseling PL (*Renewal*) (pgs. 65-76)
- #2019-06 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (*Renewal*) (pgs. 77-87)
- #2019-07 Agreement between the School Board of Suwannee County, Florida, and the School Board of Seminole County, Florida, for the purpose of filing for reimbursement of Medicaid Administrative Claiming Activities (*Renewal*) (pgs. 88-94)
- #2019-08 Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2018-2019 school year (*Renewal/Revised*) (pgs. 95-97)  
(NOTE: This contract was pulled for separate action as noted above with changes.)

7. Approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SHS	Cash Donation (\$2,000) (Band Program)	Georgia-Pacific Foundation
RTC	Medical Equipment and Supplies (Value: \$20, 675)	Health Care Logistics



8. Approval of the following student transfers for the 2017-2018 school year.  
Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Alexis	Rickrode-Rozanski	Suwannee	Hamilton	6
Aliyah	Rozanski	Suwannee	Hamilton	4
Ariana	Rozanski	Suwannee	Hamilton	3

9. Approval of the following student transfers for the 2018-2019 school year.  
Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Ansley	Driver	Suwannee	Lafayette	PK
Dierks	Driver	Suwannee	Lafayette	K
Mia	Goodin	Suwannee	Hamilton	2
Westin	Goodin	Suwannee	Hamilton	PK
Houston	Keen	Suwannee	Lafayette	PK
Walker	Rains	Suwannee	Dixie	PK
Alexis	Rickrode-Rozanski	Suwannee	Hamilton	7
Aliyah	Rozanski	Suwannee	Hamilton	5
Ariana	Rozanski	Suwannee	Hamilton	4

## REGULAR AGENDA

### **Chief Financial Officer – Vickie DePratter:**

1. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the following changes to be made to the purchasing cards issued through First Federal Bank of Florida:
  - a. Issue new card to Jennifer Beach, Interim Principal of Suwannee Intermediate School, in the amount of \$5,000
  - b. Cancel the current card issued to Gary Caldwell

MOTION CARRIED UNANIMOUSLY

### **Assistant Superintendent of Administration – Bill Brothers:**

2. MOTION by Mr. daSilva, second by Mr. White, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:
  - #3.06 Safe and Secure Schools (pgs. 98-101)
  - #6.35 Use of Sick Leave by Family Members (pg. 102)
  - #7.17 Authorized Travel Expenses (pgs. 103-105)
  - #9.05 Advertising in Schools (pgs. 106-107)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. White, for approval of the following resolution for the 2017-2018 school year: (NEW) (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2018-09R Resolution of the School Board of Suwannee County, Florida, Regarding School Safety (Note: This resolution specifies that the School Board intends to utilize all options available to meet the requirements of the “Marjory Stoneman Douglas High School Public Safety Act”, which includes the “Coach Aaron Feis Guardian Program.”) (New) (pgs. 108-109)

MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

4. MOTION by Mr. White, second by Mr. Alcorn, for approval of the Suwannee County School District Instructional Evaluation System Plan for 2017-2018 and the Suwannee County School District Administrator Evaluation System Plan for 2017-2018. (A copy is available in the office of the Director of Human Resources.)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following curriculum item for the 2017-2018 school year,

- a. 2018 Summer School Schedule (pgs. 110-113)

MOTION by Mr. daSilva, second by Ms. Cason, to AMEND the motion on Item 5.a. as follows: On Page 112, delete the 21<sup>st</sup> CCLC Summer School Program information/schedule, which will be corrected and submitted at a later date. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Mr. White, for approval of the AMENDED MOTION for Item 5.a. MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following personnel item for the 2017-2018 school year, with the following change: Delete the 21<sup>st</sup> Century (CCLC) Program positions, which will be corrected and submitted at a later date.

- a. The following summer school positions for the 2018 summer school term:

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Credit Recovery	6 – Teachers	Federal
(Grades 8-11)	(BHS-1; SHS-5)	Programs/
	1 – Dean (SHS)	General
	2 – Paraprofessionals	Fund
	(BHS-1; SHS-1)	

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Driver's Education	2 – Teachers ( <i>Teachers will serve (SHS) Students from BHS, SHS, and SVS, as needed</i> )	Federal Programs/ General Fund
Algebra EOC Review	1 – Teacher (BHS)	Federal Programs/ General Fund
HOPE Blended Course	1 – Teacher (BHS)	Federal Programs/ General Fund
Virtual Instruction	9 – Teachers (SVS) ( <i>As needed to complete courses already in progress</i> )	General Fund
3 <sup>rd</sup> Grade Reading Camp	5 – Teachers (BES-1; SES-4)	Reading Allocation/ General Fund
VPK	6 – Teachers (SPS)	VPK
Extended School Year (ESY) Services for ESE	3 – Teachers 4 – Paraprofessionals 1 – Nurse	IDEA Grant
<del>21<sup>st</sup> Century (CCLC) Program</del>	<del>2 – Site Coordinators (BES-1; SES/SIS/SPS-1) 4 – Teachers (BES-1; SES-1; SIS-1; SPS-1) 4 – Paraprofessionals (BES-1; SES-1; SIS-1; SPS-1)</del>	<del>21<sup>st</sup> CCLC Grant</del>

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
Migrant Summer Program	5 – Paraprofessionals	Title I Part C
Title I – PAL	1 – Site Coordinator (Douglass Center) 2 – Teachers 2 – Paraprofessionals	Federal Programs
Transportation	2 – Bus Drivers 2 – Bus Attendants (as needed for ESE travel)	Federal Programs, as available

NOTE: Positions will be based on student enrollment daily.

MOTION CARRIED UNANIMOUSLY

**Director of Career, Technical, and Adult Education – Mary Keen:**

7. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the following contract/agreement for the 2017-2018 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2018-117      Clinical Education Agreement between the Suwannee County School Board Practical Nurse Education Program and Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center, Lake City, Florida (*New*)  
(pgs. 114-119)

MOTION CARRIED UNANIMOUSLY

8. MOTION by Mr. White, second by Mr. daSilva, for approval of the following personnel items for the 2018-2019 school year:
  - a. Add one part-time Teacher position for the Practical Nurse Education Program at RIVEROAK Technical College, as needed; up to 20 hours per week for clinicals
  - b. Add one part-time Teacher position for the Welding Program at RIVEROAK Technical College (night-time)

MOTION CARRIED UNANIMOUSLY

**Director of Facilities – Mark Carver:**

9. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following bid:

#17-204            An additional one year extension, for the 2018-2019 fiscal year, to Ashford Services, Inc., for custodial supplies, which includes a price increase. (pgs. 120-130)

MOTION CARRIED UNANIMOUSLY

10. MOTION by Mr. Alcorn, second by Mr. White, for approval of the annual Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for 2017-2018. MOTION CARRIED UNANIMOUSLY

**Director of Information Technology – Josh Williams:**

11. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of revisions to the Suwannee County School District Technology Disaster Recovery Plan. (A copy is available in the office of the Director of Information Technology.)  
MOTION CARRIED UNANIMOUSLY

12. MOTION by Ms. Cason, second by Mr. daSilva, for approval of the 2018-2019 Official Enrollment Packet for student enrollment in Suwannee County School District. (pgs. 131-144) MOTION CARRIED UNANIMOUSLY

**Director of Student Services – Debbie Land:**

(Presented by Assistant Superintendent of Instruction – Janene Fitzpatrick)

13. MOTION by Mr. White, second by Mr. Alcorn, for approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document. (A copy is available in the office of the Director of Student Services.) MOTION CARRIED UNANIMOUSLY

**Director of Human Resources – Walter Boatright:**

14. The Superintendent recommends approval of the following personnel items:

- a. MOTION by Ms. Cason, second by Mr. daSilva, for approval to add the following new positions:

- 1) Director of School Safety and Other Administrative Services; 12-month; 8 hours per day; effective July 1, 2018 (Note: This position is mandated by 2018 legislation.)
- 2) Counselor-Mental Health Support; 11-month; 7.25 hours per day; effective July 1, 2018 (Note: This position is mandated by 2018 legislation.) (Compensation for this position will be on the *Instructional Teacher and Social Worker Salary Schedule 2017-2018, Appendix A.*)
- 3) Coordinator of Opportunity Schools; 12-month; 8 hours per day; effective immediately

MOTION CARRIED UNANIMOUSLY

- b. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to add the following new Job Descriptions, along with changes discussed by Board members:

- 1) Job Description #176 Director of School Safety and Other Administrative Services (*New*) (pgs. 145-148)
- 2) Job Description #177 Counselor-Mental Health Support (*New*) (pgs. 149-152)
- 3) Job Description #178 Coordinator of Opportunity Schools (*New*) (pgs. 153-155)

MOTION CARRIED UNANIMOUSLY

c. MOTION by Mr. daSilva, second by Ms. Cason, for approval to revise the following Salary Schedules:

- 1) *Salary Schedule 2017-2018 Principals and Administrators* to reflect compensation for the Director of School Safety and Other Administrative Services on Line 5, effective July 1, 2018 **(pgs. 156-157)**
- 2) *Salary Schedule 2017-2018 Assistant Principals, Curriculum, and Other Program Coordinators* to reflect compensation for the Coordinator of Opportunity Schools, effective immediately **(pg. 158)**

**MOTION CARRIED UNANIMOUSLY**

d. MOTION by Ms. Cason, second by Mr. Alcorn, for approval to reclassify the Teacher on Special Assignment (TSA) position (12-month; 8 hours per day) at the Opportunity School, located at Suwannee High School, to a Coordinator of Opportunity Schools position (12-month; 8 hours per day), District Wide, effective immediately

**MOTION CARRIED UNANIMOUSLY**

15. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the Personnel Changes List, along with the following change on Page 160, move Richard Calvitt, Financial Aid Coordinator, effective May 25, 2018 (RIVEROAK Technical College), from Resignations: Non-Instructional, to Retirements: Non-Instructional. **(pgs. 159-171)** **MOTION CARRIED UNANIMOUSLY**

**PERSONNEL CHANGES APPROVED:**

**RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:**

**RESIGNATIONS: INSTRUCTIONAL:**

Suwannee High School:

Sarah B. Boles (Trimm), Teacher, effective June 30, 2018  
Holly "Shae" Gamble, Teacher, effective June 1, 2018  
Dinah L. Mayne, Teacher, effective June 30, 2018  
Violet Noyes, Teacher, effective June 30, 2018

Suwannee Primary School:

Shannon Roberts, Teacher, effective June 30, 2018

**RETIREMENT: INSTRUCTIONAL:**

Branford High School:

Nina (Suzie) Tuttle, Teacher, effective July 31, 2018



### **RETIREMENTS: NON-INSTRUCTIONAL:**

#### **RIVEROAK Technical College:**

Richard Calvitt, Financial Aid Coordinator, effective May 25, 2018

#### **Suwannee Middle School:**

Glenda J. Musgrove, Media Clerk, effective June 30, 2018

#### **Suwannee Primary School:**

Roberta (Robbie) Kuyrkendall, effective June 30, 2018

### **RESIGNATIONS: NON-INSTRUCTIONAL:**

#### **Food Service:**

Debbie Ibarra, 6 Hour, Food Service Worker, effective May 31, 2018

Ashley Jenkins, 3 Hour, Food Service Worker, effective March 8, 2018

Amanda Williamson, 3 Hour, Food Service Worker, effective March 29, 2018

#### **Transportation:**

Timothy Bennett, Mechanic, effective March 31, 2018

Amanda Williamson, Crossing Guard, effective March 29, 2018

### **RECOMMENDATIONS: INSTRUCTIONAL:**

#### **District Wide/21<sup>st</sup> Century:**

The following to work as paraprofessional or teacher in the 21st Century Program effective March 8, 2018:

Jenny Clark

#### **Suwannee High School:**

Ashley Cato Conner, Allied Health Teacher, effective August 3, 2018

REPLACES: Ashley Cato Conner

#### **Suwannee Intermediate School:**

Kathryn Terry, Teacher, temporary, effective March 23, 2018

REPLACES: Violet Tipton

### **TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Jennifer Beach	SIS/Assistant Principal	SIS/Interim Principal	3/19/18	Gary Caldwell
Sherry Peppers	District Office/Assistant CFO	RTC/Financial Aid Specialist	5/29/18	Richard Calvitt

### **RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

#### **Branford Elementary School:**

Debbie Rogers, 3 Hour, Food Service Worker

REPLACES: Donna Rightmire

Brenna Smith, 3 Hour, Food Service Worker, effective April 18, 2018

REPLACES: Ashley Jenkins

Suwannee Elementary School:

Renee Perivolaris, 3 Hour, Food Service Worker, effective April 17, 2018

REPLACES: Sharlie Bailey

Suwannee High School:

Randie Goetzman, 3 Hour, Food Service Worker, effective April 17, 2018

REPLACES: Amanda Williamson

Natelle Smith, 3 Hour, Food Service Worker, effective April 17, 2018

REPLACES: Nicole Smith

Suwannee Primary School:

Terrie Baker, Food Service Assistant Manager, effective April 9, 2018

REPLACES: Leona Ash

Daisy Couture, 3 Hour, Food Service Worker, effective April 17, 2018

REPLACES: Jenna Chancey

Margaret Turner, 3 Hour, Food Service Worker, effective April 17, 2018

REPLACES: Irina Hutcheson

Transportation:

Randie Goetzman, Crossing Guard, effective April 5, 2018

REPLACES: Amanda Williamson

Joel Hallman, Bus Mechanic, effective April 16, 2018

REPLACES: Timothy Bennett

Devon Kearney, Bus Driver, effective March 21, 2018

REPLACES: James Stratton

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Kary Black	Majorette Sponsor	SHS	Kelly Waters
Terrance Derico	Varsity Football Asst. Coach	SHS	

**LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):**

Branford Elementary School:

Belinda Horn, tentatively March 20, 2018, through May 30, 2018, without pay, with option of returning sooner.

**LEAVE OF ABSENCE (MEDICAL LEAVE):**

Suwannee Primary School:

Monica Djulvez, tentatively April 10, 2018, through May 31, 2018, without pay, with option of returning sooner if released by doctor.

**LEAVE OF ABSENCE (PERSONAL LEAVE):**

**Branford High School:**

Debbie Yates tentatively March 26, 2018, through May 31, 2018, without pay, with option of returning sooner.

**MISCELLANEOUS:**

**MENTOR**

Tammy Neil

**MENTEE**

Tommy Taylor

**SCHOOL**

BHS

**SUBSTITUTES:**

The following as Substitute Nurses:

Lisa Guenther  
Brooke Hingson  
Jessica Petri

**VOLUNTEERS:**

Geralunda Bell  
Benjamin Bell  
Patricia Brannon  
Cheree Brennan  
Velma Carrington  
Casey Carter  
Joey Cook  
Justin Corbin  
Crystal Cox  
Ashley Dalton  
Julia Davis  
Lelia Davis  
Susan Dingus

Kris Fina  
Angie Gordie  
Rochell Gross  
Raymond Hodge  
David Jordan  
Barbara Knapp  
Crystal Lamm  
Sciara Liscik  
Brenna McMullen  
Sylvia Netter  
Cindy Payne  
Kenneth Pettrey  
Rebecca Prescott

Sandra Richardson  
Matthew Ruebush  
Peggy Ruebush  
Tammy Seay  
Mary Jane Simone  
Erin Sleezer  
Amber Smith  
Lauren Suggs  
Henry Tidwell  
James Westberry  
Christina White

**End of List  
2017-2018  
School Year**

## **SUMMER TERM 2017-2018**

Approval for Alan Bonds to work up to 200 additional hours for administrative transition at Suwannee Middle School.

Approval for Joe Eakins to work up to 200 additional hours for administrative transition at Suwannee Intermediate School.

Approval for Elizabeth Johnston to work up to 160 hours for the month of June to complete Child Find Activities and work on ESE related forms. She will be paid out of IDEA funds.

### **End of Summer Term List 2017-2018 School Year**

## **RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:**

### **CONTRACT RECOMMENDATIONS:**

#### **ANNUAL INSTRUCTIONAL CONTRACTS:**

<u>District Office/Student Services:</u>	<u>Term</u>
Brittany Busby	10
Dee Dee Cathcart	10
Carolina Figueroa-Crooke	11
Abigail Hill	11
Lisa Pennington	11
Stacie Swartz	10
Lacey Van Etta	10
 <u>Branford Elementary School:</u>	
Amanda Clark	10
Tracy Combee	10
Kendra Crews	10
Lynsee Dicks	10
Kimberley Garrett	10
Melinda Hawthorne	10
Tina Hayes	10
Caron Heffner	10
Cara Howard	10
Mandi Howard	10
Monica Jackson	10
Priscilla Jones	10
Charlena Lori Land	10
Katee O'Quinn	10
Erin Roberts	10
Jessica Wagner	10
Margaret Williams	10

Branford High School:

Jeffry Boatright	10
Darryl S. Cannon	10
Erin Cannon	10
Erin Clark	10
Timothy Clark	12
Anne Etcher	12
Cynthia Frye	10
Courtney R. Jernigan	10
Shannon Jernigan	10
Carl Manna	10
Laura Merritt	10
Tammy Neil	10
Fred O'Quinn	10
Emilee Rains	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Cara Soride	10
Tommy Taylor	10
Misty Ward	10
Abby Warren	10

RIVEROAK Technical College:

Mona Kelley	10
Catherine Maxwell	10
Kevin Mercer	10
Patricia Sullivan	10
Jeremy Ulmer	10

Suwannee Elementary School:

Justin Bruce	10
Megan Collins	10
Julia Davidson	10
Danielle Gay	10
Brandi Hart	10
Patricia Hines	10
Jennifer Hitt	10
Ellena Huston	10
Miranda Walker	10
Daphne McClendon	10
Mary Metz	10
Susan M. Mowry	10
Takesha Patrick	10
Rebecca Reaves	10
Jennifer Richer	10
Brittney Shearer	10
Stephanie Selph	10
Ashley Threm	10

Suwannee High School:

Douglas Aukerman	12
Kimberly Boatright	10
Emily Blackmon	10
Myra Bell	10
Kary Black	10
Michael Braun	12
Kate Bromley	10
Isaac Chandler	10
Keith Cherry	10
Ashley Cato Conner	10
Cheri Copeland	10
Perry Davis	10
Alexander Franklin	11
Belinda Fries	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Matthew Grillo	10
Sarah Grillo	10
Kyler Hall	10
Jerry Jolicoeur	10
Debra Kleinsmith	12
Donna Jean Leslie	10
Daniel Marsee	10
Jessica McManaway	10
Trista Morales	10
Stephen D. Morgan	10
Melanie Roberts	10
Debra Singletary	10
Daniel Skelly	10

Suwannee Intermediate School:

Joann Barton	10
Chelsea Burgess	10
Robbin M. Chapman	10
Krystal Cundiff	10
Jessica Davis	10
Joseph Eakins	10
Pamela Hendrick	10
Deadre Jolicoeur	10
Mary Kinard	10
Christinia Newhart	10
Kelly Parker	10
Audrey Peake	10
Kelly Pennington	10
Skylar Phillips	10
Dana Putnal	11
Maria Rodriguez	10
Phyllis Smith	10
Stacey Smith	10
Jennifer Stevens	10

Wendy Stevens	10
Ruth Thomas	10

Suwannee Middle School:

Melva Batts	10
Trudy Benson	10
Chad Bonds	10
Tammy Bradow	10
Karen Braun	10
Timothy Burbridge	11
Andrew Chapman	10
Mary Check-Cason	10
Dana Drawdy	10
Darace Hahn	10
Meri Harrell	10
Brantly Helvenston	10
Celia Hodge	10
Marie Mace	10
Danielle Ovando	10
Susan Ratliff	10
Lorena Urban	10
Miriam Venero	10
Morgan Williams	10
Joanne Wimberley	10
Tyler Winburn	10
Lawanna Zimmerman	10

Suwannee Primary School:

Melissa Bozeman	10
Ashley Bronson	10
AnnMarie Croucher	10
Kiara Davis	10
Rosa Davis	10
Courtney Elton-Goodin	10
Abby Fleming	10
Jennifer Gregory	10
Diane Hale	10
Susan Helvenston	10
Heather Holt	10
Patrick Jernigan	10
Hannah Johnson	10
Ciera Keen	10
Krystal McCormick	10
Katey Melland	10
Kerry Melland	10
Charis Parker	10
Elizabeth Rang	10
Martha Southerland	10
Elizabeth Vann	10

Suwannee Virtual School:

Brooke Cox-Knowles 10

**Professional Service Contract (Renewal):**

District Office:

Patricia E. Brantley 11  
Elizabeth K. Johnston 10  
Lynn Lawrence 10  
Rowna Valin 10  
Virginia L. Weaver 11

District Wide:

Toni L. Greenberg 11

Branford Elementary School:

Linda Michelle Aderholt 10  
Amy Allen 10  
Gary Barrs 10  
Kimberly D. Cannon 10  
Teresa Conger 10  
Windy Gamble 10  
Melissa Holtzclaw 10  
Amanda R. Johnson 10  
Juettie L. Kelley 10  
Julie Klecka 10  
Stephanie Knighton 10  
Vera L. Knighton 10  
Candice Land 10  
Susan Mackin 10  
Pamela D. Nettles 10  
Denah F. Phillips 10  
Kimberly Procko 10  
Lindsey Ramsey 10  
Tina Roush 10  
Carla Suggs 10  
Wynette L. Sumner 10  
Cloria J. Williams 10  
Jennifer Winnett 10

Branford High School:

Marcia Boatright 10  
Dannelle Bradow 10  
Bethany Byrd 10  
Pamela Cassube 10  
Julianna H. Dees 10  
Dawn Eakins 11  
Vaster J. Fryar 10  
Lawanna Gaylard 10  
Angela Hill 10  
Karen Y. Koon 10



Lynda McInnis	10
Stefani M. Santos	10
Janet Denise Stewart	10
Daniel Taylor	10
Kenneth Wingate	10
Linda S. Whitley	10
Stacy Young	12

RIVEROAK Technical College:

Eric Derwin Bass	10
Michael Bresk	10
Theresa Gill	10
Tracy Henderson	10
Pamela A. Poole	10
Joseph Ragan	10
Thomas E. Shea	10
Kimberly M. Thomas	10

Suwannee Elementary School:

Melinda Ahrens	10
Evelyn Arnold	10
Jennifer Bonds	10
Matthew Campbell	10
Rebecca L. Carter	10
Victoria S. Carter	10
Robyne Edwards	10
Rhonda L. Furry	10
Cristina Herrington	10
Kimberly Hudson	10
Amanda D. Hurst	10
Connie N. Leavitt	10
Marjerian Lewis	10
Pamela K. Lewis	10
Christina McCullers	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Holly McMillan	10
Lindy Meeks	10
Tamara Michal	10
Lynda Owens	10
Candance B. Plymel	10
Laura Katherine Roberts	10
Michelle Ona Robertson	10
Amy Williams	10
Tamara Williams	11

Suwannee High School:

Sid E. Allen	10
Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10

Tammy Butts	10
Kenneth Campbell	10
Gary Croxton	10
Darrell Curls	10
Benita Diggs	10
Terry Fillyaw	10
Traci H. Green	10
Amy C. Hendry	10
Cindi Hiers	11
Julie Hocutt	10
Sandra Y. Hurst	10
Audrey L. Marshall	10
Tammie McKay	10
Paula McMillan	10
Vanessa B. Menhennett	10
Abigail Rodriguez	10
Eric A. Rodriguez	10
James Sellers	10
Becky Skipper	10
Roger L. Sumner	10
Michelle Thompson	10
Travis Tuten	12
Kimberly Tuvell	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10

Suwannee Intermediate School:

Kristy D. Chauncey	10
Jenny Clark	10
Leigh Ann Fountain	10
April Frye	10
Mary Johnson	10
Traci Kirby	10
William McCullers	10
Catherine Nicely	10
Darlene Rice	10
Theda Roper	10
Kimberly Warren	10
Sandra Winburn	10
Ashlee A. Wooley	10
Shannon White	10

Suwannee Middle School:

Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Melissa Cameron	10
Jennifer Campbell	10
Annette B. Chauncey	10
Heather Dean	10
Jean Eckhoff	10
Melissa Francisco	10
Lesley D. Fry	10
Lisa W. Gray	10
Stephanie Gray	10
Jimmie G. Green	10
Natalie Haney	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Nicole Jackson	10
Jeffrey Johnson	10
John Johnson	10
Rebecca L. Monroe	10
Stephanie B. Sampson	10
Brad N. Scarborough	10
Canary S. Stephens	10

Suwannee Primary School:

Georgette H. Allbritton	10
Lauren Belcher	10
Rhoda J. Crews	10
Cindy Crowell	10
Shannon M. Daniel	10
Kelly Driggers	10
Staci Greaves	10
April Greene	10
Heidi O. Hunter	10
Jessica M. Johnson	10
Susan Johnson	10
Janell Miracle	10
Kimberly M. Mott	10
Vickie Pagliai	10
Karen L. Patten	12
Georgette M. Ragan	10
Mandy F. Ramsey	10
Stacey B. Skierski	10
Michele Turman	10
Jennifer L. Wooley	10

Suwannee Virtual School:

Angela Hester	10
Nancy Nielsen	12

**CONTINUING CONTRACT**

(presented for information only)

Branford Elementary School:

Debra Hatch	10
Kathy Smith	11

Suwannee Elementary School:

Veronica B. Daquila	10
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**End of List**

**2018-2019**

**School Year**

**School Board Attorney – Leonard Dietzen:**

16. Legal Counsel's Report – Mr. Dietzen reported that he has been working with various agencies regarding the new School Safety Act; he is very proud of our District; and he commended Superintendent Roush for his in-depth knowledge of the new legislation.

**Superintendent of Schools – Ted Roush:**

17. Superintendent's Report

- Staffing plan formula will be discussed at the May 8, 2018, Board workshop; he asked that Board members call him with any questions or concerns.
- Closings will be held on Wednesday, April 25, regarding the purchase of the old District Office property, which is located at 702 – 2<sup>nd</sup> Street, NW; as well as the purchase of property by Gordon Tractor.
- Superintendent Roush announced that he will be attending a school safety vendor showcase/mental health summit on Wednesday and Thursday of this week.

- Thanks and appreciation to Sheriff St. John on his collaboration with the District regarding the new School Safety Act, as well as to the Board and the District for their continued support. Sheriff St. John thanked Superintendent Roush and the Board for working with the Sheriff's Department in helping to protect the children of Suwannee County. Superintendent Roush commended the great partnership between the District and the Sheriff's Department.

### **School Board Members:**

#### 18. Issues and concerns Board members may wish to discuss

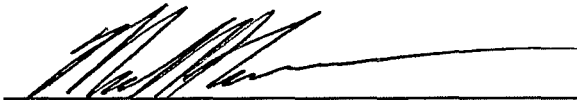
- Ms. Cason requested that a discussion be held at the next Board workshop regarding the issue to have more diversity at Suwannee Intermediate School.
- Mr. daSilva expressed his thanks and appreciation to Mark Carver, and his department, in helping to get the District "ahead of the game" with regards to school safety; he feels that we need to take a tougher stance on student discipline issues pertaining to the safety of all students.
- Mr. Taylor shared information he recently received from Chris Doolin pertaining to recovering dollars spent on natural disasters (hurricanes, etc.). He report that he and Mrs. DePratter recently attended the FSBIT Quarterly Meeting and received notification that our District will receive a reduction on our insurance premium. Mr. Taylor expressed his thanks and appreciation to Sheriff St. John, and his department, and stated that lawfully we need to do what we must in order to protect the children in our District.

The meeting adjourned at 7:35 p.m.

## 2017-18 MAY SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99007860	BATTERY BACKUP, TRIPP LITE	\$ 5,414.00	2/13/2014	TECHNOLOGY	SURPLUS
99007861	BATTERY BACKUP, TRIPP LITE	\$ 5,414.00	2/13/2014	TECHNOLOGY	SURPLUS
99004673	CISCO 3550-24 PORT SWITC	\$ 3,375.00	3/11/2004	TECHNOLOGY	SURPLUS
99008400	CISCO SWITCH	\$ 1,385.00	12/9/2016	TECHNOLOGY	SURPLUS
99007550	COMPUTER PROBOOK NOTEBOOK	\$ 855.00	6/23/2011	TECHNOLOGY	SURPLUS
99005398	COMPUTER, LAPTOP	\$ 1,393.87	6/16/2006	TECHNOLOGY	SURPLUS
99006439	COMPUTER, LAPTOP	\$ 949.00	6/30/2008	TECHNOLOGY	SURPLUS
99006702	COMPUTER, LAPTOP	\$ 899.00	7/16/2009	TECHNOLOGY	SURPLUS
99004796	PRINTER	\$ 890.00	7/29/2004	TECHNOLOGY	SURPLUS
99005635	PRINTER, LASER	\$ 1,117.15	11/21/2006	TECHNOLOGY	SURPLUS
99002430	SERVER	\$ 2,826.00	1/24/2002	TECHNOLOGY	SURPLUS
99007516	SERVER	\$ 4,385.00	6/1/2011	TECHNOLOGY	SURPLUS
99004738	SERVER, POWER EDGE 2650	\$ 7,201.51	6/9/2004	TECHNOLOGY	SURPLUS
	TOTAL	\$36,104.53			

Requested By:



MARK A CARVER,  
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

5/22/2018

DATE

BOARD CHAIRMAN

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**ACV Health Services, LLC  
Dowling Park, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to provide proof of accident insurance.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the program by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. Students will meet employment conditions, including criminal background checks and drug testing.
6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance



about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

- 7 To be responsible for the educational supervision of students in the program.
8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

#### **V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.

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.

## **VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

## **VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

## **VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

## **IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

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

**ACV Health Center, LLC**  
**Dowling Park, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**SCHOOL AFFILIATION AGREEMENT**

This Agreement begins on July 1, 2018, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

**WITNESSETH:**

**WHEREAS**, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of **Medical Secretary**; and

**WHEREAS**, Hospital manages a comprehensive acute care medical-surgical facility; and

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

**WHEREAS**, Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of School.**

- (a) **Clinical Program:** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
  - (i) orientation of students to the clinical experience at Hospital;
  - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) supervision of students and their performance at Hospital;
  - (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
  - (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) **Student Statements:** School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) **Insurance:**

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) **Health of Participants:** School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) **Dress Code; Breaks:** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) **General Standards:** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

- (h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:
- i. Social Security number verification,
  - ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
  - iii. Two Standard Employment History References,
  - iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
  - v. Education verification (Highest Degree Received),
  - vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
  - vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

## 2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.



8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2018. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed twelve (12) months.

10. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

11. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed 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.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lake City Medical Center  
340 NW Commerce Drive  
Lake City, FL 32055  
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board  
1729 Walker Avenue, SW, Ste. 200  
Live Oak, FL 32064  
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College  
415 SW Pinewood Drive, SW  
Live Oak, FL 32064  
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III  
Rumberger, Kirk and Caldwell, P.A.  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

To the extent required by law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this

Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity.

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.

**SCSB 2019-10 (RENEWAL)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Jerry Taylor  
Title: Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Ted L. Roush  
Title: Superintendent  
Date: \_\_\_\_\_

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

HOSPITAL:

Notami Hospitals of Florida Inc.  
d/b/a Lake City Medical Center

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**ANJANA RANA, MD  
BRIJ RANA, MD  
413 N.W. 5<sup>th</sup> AVENUE  
JASPER, FLORIDA 32052**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD and Dr. Brij Rana, MD, Jasper, FL (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Medical Secretary program for qualified students preparing to be Medical Secretaries; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Medical Secretary students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.



5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to provide proof of accident insurance.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Medical Secretary Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the program by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. Students will meet employment conditions, including criminal background checks and drug testing.
6. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance

about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.

- 7 To be responsible for the educational supervision of students in the program.
8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
- 9 Maintain individual records of classes, student activities, and competencies.
10. Maintain strict confidentiality regarding all patient-centered information.
11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

#### **V. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

#### **VI. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in

45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

## **VII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

## **VIII. PUBLIC RECORDS**

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

ANJANA RANA, MD  
BRIJ RANA, MD  
413 N.W. 5<sup>th</sup> Avenue  
Jasper, Florida 32052

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**SCHOOL AFFILIATION AGREEMENT**

This Agreement begins on July 1, 2018, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

**WITNESSETH:**

**WHEREAS**, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students in a Certificate Degree/Program in the field of **Practical Nursing**; and

**WHEREAS**, Hospital manages a comprehensive acute care medical-surgical facility; and

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

**WHEREAS**, Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

- (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
  - (i) orientation of students to the clinical experience at Hospital;
  - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) supervision of students and their performance at Hospital;
  - (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
  - (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) **Student Statements:** School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) **Insurance:**

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) **Health of Participants:** School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) **Dress Code; Breaks:** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) **General Standards:** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

- i. Social Security number verification,
- ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
- iii. Two Standard Employment History References,
- iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
- v. Education verification (Highest Degree Received),
- vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
- vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

## 2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.



3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and its representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the Hospital or any of its agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

7. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.

8. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

9. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2018. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

10. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

11. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

13. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. Governing Law.

This Agreement shall be governed 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.

15. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

16. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lake City Medical Center  
340 NW Commerce Drive  
Lake City, FL 32055  
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board  
1729 Walker Avenue, SW, Ste. 200  
Live Oak, FL 32064  
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College  
415 SW Pinewood Drive, SW  
Live Oak, FL 32064  
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III  
Rumberger, Kirk and Caldwell, P.A.  
101 North Monroe Street, St. 120  
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. HIPAA Requirements.

To the extent required by law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards

contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

18. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

19. Sovereign Immunity

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

\_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SCHOOL:

Suwannee County School Board

By: \_\_\_\_\_

Print Name: Jerry Taylor

Title: Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Ted L. Roush

Title: Superintendent

Date: \_\_\_\_\_

HOSPITAL:

Notami Hospitals of Florida Inc.  
d/b/a Lake City Medical Center

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT B**

**CONFIDENTIALITY STATEMENT**

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**SCHOOL AFFILIATION AGREEMENT**

This Agreement is made and entered into as of July 1, 2018, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

**WITNESSETH:**

**WHEREAS**, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of Patient Care Technician; and

**WHEREAS**, Hospital manages a comprehensive acute care medical-surgical facility; and

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

**WHEREAS**, Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

- (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) orientation of students to the clinical experience at Hospital;
  - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) supervision of students and their performance at Hospital;
  - (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
  - (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code; Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be

in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

- (h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:
- i. Social Security number verification,
  - ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
  - iii. Two Standard Employment History References,
  - iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
  - v. Education verification (Highest Degree Received),
  - vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
  - vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

## 2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student of other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

7. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

8. Term; Termination.

(a) The initial term of this Agreement shall be one (1) year, effective date upon signing by both parties. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

9. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

12. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law.

This Agreement shall be governed 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.

14. Assignment; Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lake City Medical Center  
340 NW Commerce Drive  
Lake City, FL 32055  
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board  
1729 Walker Avenue, SW, Ste. 200  
Live Oak, FL 32064  
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College  
415 SW Pinewood Drive  
Live Oak, FL 32064  
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III  
Rumberger, Kirk and Caldwell, P.A.  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. HIPAA Requirements

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

18. Sovereign Immunity.

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.

19. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Jerry Taylor  
Title: Chairman  
Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

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

By: \_\_\_\_\_  
Print Name: Ted. L. Roush  
Title: Superintendent  
Date: \_\_\_\_\_

HOSPITAL:

Notami Hospitals of Florida Inc.  
d/b/a Lake City Medical Center

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_



EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Bienvenido Samera, MD  
303 Suwannee Ave  
Branford, Florida**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Dr. Bienvenido Samera, MD PA, Branford, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program for qualified students preparing to be Patient Care Technicians and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**VIII. PUBLIC RECORDS**

1. For all contractors as set forth in Section 119.071, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**Bienvenido Samera, MD  
303 Suwannee Ave  
Branford, Florida**

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**ACV Health Services, LLC  
Dowling Park, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and ACV Health Services, LLC, Dowling Park, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**IX**

**RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**"Approved as to Form and Sufficiency**

**BY \_\_\_\_\_**

**Leonard J. Dietzen, III**

**ACV Health Services, LLC**

**Rumberger, Kirk & Caldwell, P.A.**

**Dowling Park, Florida**

**Suwannee School Board Attorney"**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**ANJANA RANA, MD  
BRIJ RANA, MD**

**Jasper, Florida**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Dr. Anjana Rana, MD & Dr. Brij Rana, MD, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.



2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually

Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**VIII. PUBLIC RECORDS**

1. For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

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

**ANJANA RANA, MD  
BRIJ RANA, MD  
Jasper, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**ANDRES R. VILLAR, MD, PA  
d/b/a CHILDREN'S MEDICAL CENTER  
Branford, Lake City, and Live Oak, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and Andres R. Villar, MD, PA, d/b/a Children's Medical Center, Branford, Lake City, and Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
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9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.



The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

ANDRES R. VILLAR, MD, PA  
d/b/a CHILDREN'S MEDICAL CENTER Suwannee School Board Attorney"

**Branford, Lake City and Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

EXHIBIT A

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

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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 (2017), for additional record keeping requirements.

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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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**HAMILTON HEALTH ENTERPRISES, INC.  
d/b/a Suwannee Valley Nursing Center  
Jasper, Florida**

This Agreement begins on July 1 2018, between the Suwannee County School Board (SCSB) and Hamilton Health Enterprises, Inc., d/b/a Suwannee Valley Nursing Center, Jasper, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

**HAMILTON HEALTH ENTERPRISES, INC.** Suwannee School Board Attorney"  
d/b/a Suwannee Valley Nursing Center

**Jasper, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

EXHIBIT A

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**And**

**EMORY MEDICAL CORPORATION  
d/b/a WOMEN'S CENTER OF FLORIDA  
4812 Highway 90, Lake City, FL 32056**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and EMORY MEDICAL CORPORATION d/b/a Women's Center of Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education and Patient Care Technician programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**VIII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_  
Leonard J. Dietzen, III

EMORY MEDICAL CORPORATION  
d/b/a WOMEN'S CENTER OF FLORIDA  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**NF Suwannee, LLC d/b/a SUWANNEE HEALTH CARE CENTER  
Live Oak, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician and Practical Nurse Education programs for qualified students preparing to be Licensed Patient Care Technicians and Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technicians and Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician and Practical Nurse Education programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse Education programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.



3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
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10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**NF Suwannee, LLC d/b/a, SUWANNEE HEALTH CARE CENTER**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Mail notices to:  
Craig E. Robinson, President  
Gulf Coast Health Care, LLC  
2 N. Palafax Street  
Pensacola, FL 32502

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Madison County Memorial Hospital**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and Madison County Memorial Hospital (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Phlebotomy Program for qualified students preparing to be Licensed Phlebotomist; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Phlebotomy students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Phlebotomy Program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.
2. Each party agrees to hold each other harmless. Each party agrees, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.



The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**"Approved as to Form and Sufficiency**

BY \_\_\_\_\_  
Leonard J. Dietzen, III

**Madison County Memorial Hospital  
224 NW Crane Avenue  
Madison, FL 32340**

**Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

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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 (2017), 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 (2017).

**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Doctor's Memorial Hospital Inc., Perry, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College, (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

**Section 1.     Duties of Surgical Technology Program Director**

- 1.1           The Program Director shall design and coordinate a clinical rotation 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 Surgical Technology 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           Suwannee Hamilton Technical Center 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 Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Surgical Technology.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, 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 Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the 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 Surgical Technology Program.

- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 patents 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Doctor's Memorial Hospital Inc.  
333 N. Byron Butler Pkwy  
Perry, Florida 32347**

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"**

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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 (2017).



**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Lake City Surgery Center, LLC, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Surgical Technology program for qualified students preparing to be Surgical Technologist; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Surgical Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Surgical Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical rotation 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 Surgical Technology 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 Surgical Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Surgical Technology.
- 2.5 The Clinical Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.6 The Clinical Site shall cooperate with RTC in formally evaluating students consistent with the educational objectives and procedures established by Association of Surgical Technicians, 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 Surgical Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the 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 Surgical Technology Program.

- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 patents 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

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

**Suwannee County School Board  
1729 Walker Avenue, SW, Ste. 200  
Live Oak, Florida 32064**

**Lake City Surgery Center, LLC  
208 SW Prosperity Place  
Lake City, FL 32024**

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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**SCHOOL AFFILIATION AGREEMENT**

This Agreement is made and entered into as of July 1, 2018, by and between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital").

**WITNESSETH:**

**WHEREAS**, Suwannee County School Board through the RIVEROAK Technical College ("School") offers to enrolled students a Certificate Degree/Program in the field of Surgical Technology; and

**WHEREAS**, Hospital manages a comprehensive acute care medical-surgical facility; and

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a health care facility; and

**WHEREAS**, Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

- (a) Clinical Program: School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
  - (i) orientation of students to the clinical experience at Hospital;
  - (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) supervision of students and their performance at Hospital;
  - (vi) participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.
  - (viii) School shall provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Department.

(b) Student Statements: School shall require each Program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

(c) Insurance:

- (i) School shall, at School's own expense, with a company acceptable to School and Hospital, carry and maintain occurrence type professional liability/malpractice insurance in amounts not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If occurrence type liability insurance is not available, School shall purchase claims-made type professional liability insurance covering the same amounts.
- (ii) If School shall have purchased and carried claims made professional liability/malpractice insurance during the term of this Agreement pursuant to subparagraph (i) above, School shall purchase tail professional liability/malpractice insurance coverage covering for a period of three (3) years after such termination or cancellation, to the same extent and amount as the claims made coverage, the acts and omissions of School or Service personnel upon termination of its claims made policy or School otherwise ceases to be insured.
- (iii) School shall at its own expense, carry, maintain and provide workers' compensation insurance, and unemployment insurance for any and all Service personnel assigned to Hospital.
- (iv) For insurance required under clauses (i) and (ii) of this paragraph (c), Hospital shall be named as an additional insured. For all insurance required by this paragraph (c), School shall require that the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy. In each instance, the insurance carrier shall be reasonably acceptable to Hospital. Service shall provide to hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

(d) Health of Participants: School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation, in case of illness or injury while participating in the Program at Hospital. In no event shall hospital be financially or otherwise responsible for said medical care and treatment.

(e) Dress Code: Breaks: School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

(f) General Standards: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and the Bylaws and rules and regulations of Hospital, and any rules and regulations of School as may be



in effect from time to time. Neither School nor any Program participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. School shall assign to Hospital students who have completed sufficient classroom and other course work to allow students meaningful participation in a clinical experience and so that the students can participate in the Program without disruption to patient care or any other Hospital operations.

(g) School Status. School represents and warrants to Hospital that the School and its students providing services hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Section 1 shall give Hospital the right to immediately terminate this Agreement for cause.

(h) Background Checks. School represents that it will timely conduct (or will timely have conducted), at the School's expense, a background check on each and every student assigned to the Program and on each and every member of the staff/faculty who is responsible for supervision and/or instruction of said student(s) at the hospital. Said background check shall include, at a minimum, the following:

- i. Social Security number verification,
- ii. Seven Year Nationwide Felony and Related Misdemeanor Criminal Record search,
- iii. Two Standard Employment History References,
- iv. HHS/OIG List of Excluded Individuals/Entities – GSA List of Parties Excluded from Federal Programs,
- v. Education verification (Highest Degree Received),
- vi. One Professional Licensure Verification - Professional Disciplinary Action Check, and
- vii. Certification & Designation Check

A satisfactory report from the background check must be submitted to the Hospital prior to the student and/or faculty/staff member participating in the Program.

## 2. Responsibilities of Hospital.

(a) Hospital shall accept the students assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations, as determined by Hospital in its sole discretion. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all time retain ultimate control of the Hospital and responsibility for patient care.

(b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants, and shall indemnify and hold harmless Hospital for any expense or claim incurred by Hospital as a result of Hospital's assistance hereunder.

3. Withdrawal of Program Participant.

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his/her clinical performance is unsatisfactory to Hospital or his/her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program at Hospital.

4. Independent Contractor; No Other Beneficiaries.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

No student or other third person is entitled to, and shall not, receive any rights under this Agreement.

5. Confidentiality.

School and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and its operations and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital.

6. Indemnification.

School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, students, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

7. Records.

Any records that are generated as part of the students' participation in the Program at the Hospital as it relates to patient care shall be the property of Hospital. The School and its students agree to not remove any medical records from the Hospital.

The Hospital assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

8. Term: Termination.

(a) The initial term of this Agreement shall be one (1) year, commencing July 1, 2018. At the end of said initial term, unless otherwise terminated as provided herein, this Agreement may be renewed for one year successive terms upon mutual agreement of the parties.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon at least sixty (60) days written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion no to exceed twelve (12) months.

9. Entire Agreement.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.

10. Severability.

If any provisions of this Agreement are held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions.

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

12. No Waiver.

Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law.

This Agreement shall be governed 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.

14. Assignment: Binding Effect.

The parties may not assign or transfer any of their rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15. Notices.

All notices, requests, demands or other communications hereunder shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by overnight mail by a reputable overnight carrier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Lake City Medical Center  
340 NW Commerce Drive  
Lake City, FL 32055  
Attention: Chief Executive Officer

If to School Board: Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064  
Attention: Ted L. Roush

With copy to School: RIVEROAK Technical College  
415 SW Pinewood Drive  
Live Oak, FL 32064  
Attention: Mary Keen

With copy to: Leonard J. Dietzen, III  
Rumberger, Kirk and Caldwell, P.A.  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. HIPAA Requirements

The School shall direct its students to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Hospital's protected health information, the students are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of Hospital.

17. Civil Rights.

Each party agrees to comply with Title VI of the Civil Rights of 1964 and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services (45 C.F.R. Part 80, as amended from time to time) issues pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which federal funds are used in support of the respective party's activities.

18. Sovereign Immunity.

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.

19. Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove written.

ATTEST:

SUWANNEE COUNTY SCHOOL BOARD:

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Jerry Taylor  
Title: Chairman  
Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

By: \_\_\_\_\_  
Print Name: Ted. L. Roush  
Title: Superintendent  
Date: \_\_\_\_\_

HOSPITAL:

Notami Hospitals of Florida Inc.  
d/b/a Lake City Medical Center

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form or experience in evaluation and treatment of patients of Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital"), the undersigned, and his/her heirs, successors and/or assigns does hereby covenant and agree to be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by RIVEROAK Technical College School Program [Name of School/University/Institute/etc.] at Hospital unless such injury or loss arises out of Hospital's negligence or misconduct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal and state laws and regulations and the Agreement between RIVEROAK Technical College ("School") and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center ("Hospital") to keep confidential information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of Hospital.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Program Participant

WITNESS:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Advent Christian Village, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

**Section 4. Costs and Fees**

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Advent Christian Village, Inc.**  
**The Village Pharmacy**  
**10820 Marvin Jones Blvd.**  
**Live Oak, FL 32060**

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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Baya Pharmacy, Baya Drive, Lake City, FL (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.



- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Baya Pharmacy  
780 S.E. Baya Drive  
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  
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**AFFILIATION AGREEMENT**

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

**Baya Pharmacy  
1465 US 90 STE 110  
Lake City, FL 32055**

By: \_\_\_\_\_  
**Ted L. Roush  
Superintendent of Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_  
**Jerry Taylor, Chairman  
Suwannee County School Board**

By: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

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**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Cheek & Scott Drugs, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

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- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Cheek & Scott Drugs, Inc.  
1520 S. Ohio Avenue  
Live Oak, FL 32060**

**Cheek & Scott Drugs, Inc.  
161 SW Stonegate Terrace, #105  
Lake City, FL 32024**

**Cheek & Scott Drugs, Inc.  
1150 US Hwy 41 NW  
Suite 13  
Jasper, FL 32052**

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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Genoa, a QoL Healthcare Company, LLC. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

**Section 4. Costs and Fees**

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Genoa, a QoL Healthcare Company  
439 SW Michigan Street, Room 12  
Lake City, FL 32025**

**Genoa, a QoL Healthcare Company  
4300 SW 13<sup>th</sup> Street, Room 27  
Gainesville, FL 32608-4006**

By: \_\_\_\_\_  
**Ted L. Roush  
Superintendent of Schools**

By: \_\_\_\_\_  
**Daniel Carto  
VP of Operations,  
Eastern Division**

By: \_\_\_\_\_  
**Jerry Taylor, Chairman  
Suwannee County School Board**

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

**Leonard J. Dietzen, III**

**Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"**

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

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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 (2017), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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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 (2017).

## **SCHOOL AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this July 1, 2018 by and between Suwannee County School Board (SCSB) hereinafter referred to as "School" and Notami Hospitals of Florida, Inc. d/b/a/ Lake City Medical Center, hereinafter referred to as "Hospital".

### **WITNESSETH:**

**WHEREAS**, School offers to enrolled students in a Pharmacy Technology program in the field of Pharmacy Technicians and

**WHEREAS**, Hospital operates a comprehensive acute-care medical-surgical Hospital; and

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care Hospital; and

**WHEREAS**, Hospital has agreed to make its Hospital available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### **1. RESPONSIBILITIES OF SCHOOL.**

- (a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the clinical experience at Hospital;
  - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) Supervision of students and their performance at Hospital;
  - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
  - (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the

Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by the laws of the State where the Hospital is located. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

Program Participants will present the following health records on the first day of their educational experience at Hospital (Program Participants will not be allowed to commence experiences until all records are provided):

- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
- (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
- (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.



- (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
- (vi) Evidence of a Negative drug and alcohol screen, as required by Section 1(h).
- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Hospital. Said background check shall include, at a minimum, the following:
  - (i) Social Security Number Verification;
  - (ii) Criminal Search (7 years or up to 5 criminal searches);
  - (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years *(not required for students younger than 21 years of age)*;
  - (iv) Violent Sexual Offender and Predator Registry Search;
  - (v) HHS/OIG List of Excluded Individuals/Entities;
  - (vi) GSA List of Parties Excluded from Federal Programs;
  - (vii) Education verification (Highest Degree Received)
  - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
  - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- (i) Education verification (highest level);

- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Hospital. Should the background check disclose adverse information as to any Program Participant, School shall immediately remove said Program Participant from the Program.

- (h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or require timely conduction of) a drug and alcohol test on each and every Program Participant.
  - (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Hospital and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
  - (ii) Substances tested prior to placement at Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, methadone, and cocaine.
  - (iii) Program Participant will be required to undergo drug and alcohol testing upon reasonable suspicion that the Program Participant has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the Program Participant or another person, or property damage. Reasonable suspicion and reportable accident testing will include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.
- (i) **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

**2. RESPONSIBILITIES OF HOSPITAL.**

- (a) Hospital shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

**3. MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

**5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

**6. NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

**7. INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

**8. CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

**9. TERM; TERMINATION.**

(a) The initial term of this Agreement shall be 1 year(s), commencing on July 1, 2018 and ending on June 30, 2019.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

**10. ENTIRE AGREEMENT.**

This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**11. SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**12. CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

**13. NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**14. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida ("State").

**15. ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

**16. NOTICES.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Notami Hospitals of Florida Inc. d/b/a  
Lake City Medical Center  
340 NW Commerce Drive  
Lake City, FL 32055  
**Attention: Chief Executive Officer**

If to School Board: Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064  
**Attention: Superintendent of School**

Copy to: HCA  
One Park Plaza, Bldg. 1, 2-East  
Nashville, TN 37203  
**Attention: Operations Counsel**

With copy to School: RIVEROAK Technical College  
415 SW Pinewood Drive  
Live Oak, FL 32064  
**Attention: Mary Keen, Principal**

or to such other persons or places as either party may from time to time designate by written notice to the other.

**17. EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

**18. HIPAA Requirements.**

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

**19. COMPLIANCE WITH HOSPITAL POLICIES AND PROCEDURES.**

School and Program Participants shall comply with Hospital Policies and Procedures to the extent such Hospital Policies and Procedures do not conflict with the terms of this Agreement.

**20. NO REQUIREMENT TO REFER.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

**21. Public Records.**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT D which is incorporated by reference herein.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Suwannee County School Board

By: Jerry Taylor

Title: Chairman, Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

\_\_\_\_\_  
Suwannee County School Board

By: Ted L. Roush

Title: Superintendent of Schools

\_\_\_\_\_  
Lake City Medical Center

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Lake City Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by:

RIVEROAK Technical College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian  
If Program Participant is under 18 / Print Name

\_\_\_\_\_  
Date



## **EXHIBIT B**

### **Confidentiality and Security Agreement**

I understand that the Hospital or business entity (the "Hospital") for which I work, volunteer or provide services manages health information as part of its mission to treat patients. Further, I understand that the Hospital has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their patients' health information. Additionally, the Hospital must assure the confidentiality of its human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

In the course of my employment/assignment at the Hospital, I understand that I may come into the possession of this type of Confidential Information. I will access and use this information only when it is necessary to perform my job related duties in accordance with the Hospital's Privacy and Security Policies, which are available on the Hospital intranet (on the Security Page) and the Internet (under Ethics & Compliance). I further understand that I must sign and comply with this Agreement in order to obtain authorization for access to Confidential Information or Hospital systems.

#### **General Rules:**

1. I will act in the best interest of the Hospital and in accordance with its Code of Conduct at all times during my relationship with the Hospital.
2. I understand that I should have no expectation of privacy when using Hospital information systems. The Hospital may log, access, review, and otherwise utilize information stored on or passing through its systems, including email, in order to manage systems and enforce security.
3. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment, suspension, and loss of privileges, and/or termination of authorization to work within the Hospital, in accordance with the Hospital's policies.

#### **Protecting Confidential Information:**

1. I understand that any Confidential Information, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
2. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. I will not take media or documents containing Confidential Information home with me unless specifically authorized to do so as part of my job. Case presentation material will be used in accordance with Hospital policies.
3. I will not publish or disclose any Confidential Information to others using personal email, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. I will only use such communication methods when explicitly authorized to do so in support of Hospital business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
4. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. I will only reuse or destroy media in accordance with Hospital Information Security Standards and Hospital record retention policy.

5. In the course of treating patients, I may need to orally communicate health information to or about patients. While I understand that my first priority is treating patients, I will take reasonable safeguards to protect conversations from unauthorized listeners. Whether at the School or at the Hospital, such safeguards include, but are not limited to: lowering my voice or using private rooms or areas (not hallways, cafeterias or elevators) where available.
6. I will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information. I will not access data on patients for whom I have no responsibilities or a need-to-know the content of the PHI concerning those patients.
7. I will not transmit Confidential Information outside the Hospital network unless I am specifically authorized to do so as part of my job responsibilities. If I do transmit Confidential Information outside of the Hospital using email or other electronic communication methods, I will ensure that the Information is encrypted according to Hospital Information Security Standards.

**Following Appropriate Access:**

1. I will only access or use systems or devices I am officially authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will only access software systems to review patient records or Hospital information when I have a business need to know, as well as any necessary consent. By accessing a patient's record or Hospital information, I am affirmatively representing to the Hospital at the time of each access that I have the requisite business need to know and appropriate consent, and the Hospital may rely on that representation in granting such access to me.

**Using Portable Devices and Removable Media:**

1. I will not copy or store Confidential Information on removable media or portable devices such as laptops, personal digital assistants (PDAs), cell phones, CDs, thumb drives, external hard drives, etc., unless specifically required to do so by my job. If I do copy or store Confidential Information on removable media, I will encrypt the information while it is on the media according to Hospital Information Security Standards
2. I understand that any mobile device (Smart phone, PDA, etc.) that synchronizes Hospital data (e.g., Hospital email) may contain Confidential Information and as a result, must be protected. Because of this, I understand and agree that the Hospital has the right to:
  - a. Require the use of only encryption capable devices.
  - b. Prohibit data synchronization to devices that are not encryption capable or do not support the required security controls.
  - c. Implement encryption and apply other necessary security controls (such as an access PIN and automatic locking) on any mobile device that synchronizes Hospital data regardless of it being a Hospital or personally owned device.
  - d. Remotely "wipe" any synchronized device that: has been lost, stolen or belongs to a terminated employee or affiliated partner.
  - e. Restrict access to any mobile application that poses a security risk to the Hospital network.

**Doing My Part – Personal Security:**

1. I understand that I will be assigned a unique identifier (e.g., 3-4 User ID) to track my access and use of Confidential Information and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification processes.
2. I will:

**SCSB 2019-30 (RENEWAL)**

- a. Use only my officially assigned User-ID and password (and/or token (e.g., SecurID card)).
  - b. Use only approved licensed software.
  - c. Use a device with virus protection software.
3. I will never:
  - a. Disclose passwords, PINs, or access codes.
  - b. Use tools or techniques to break/exploit security measures.
  - c. Connect unauthorized systems or devices to the Hospital network.
4. I will practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords, positioning screens away from public view.
5. I will immediately notify my manager, Hospital Information Security Official (FISO), Director of Information Security Operations (DISO), or Hospital or Corporate Client Support Services (CSS) help desk if:
  - a. my password has been seen, disclosed, or otherwise compromised;
  - b. media with Confidential Information stored on it has been lost or stolen;
  - c. I suspect a virus infection on any system;
  - d. I am aware of any activity that violates this agreement, privacy and security policies;  
or
  - e. I am aware of any other incident that could possibly have any adverse impact on Confidential Information or Hospital systems.

**Upon Termination:**

1. I agree that my obligations under this Agreement will continue after termination of my employment, expiration of my contract, or my relationship ceases with the Hospital.
2. Upon termination, I will immediately return any documents or media containing Confidential Information to the Hospital.
3. I understand that I have no right to any ownership interest in any Confidential Information accessed or created by me during and in the scope of my relationship with the Hospital.

By signing this document, I acknowledge that I have read this Agreement and I agree to comply with all the terms and conditions stated above.

Signature	Hospital Name and COID	Date
Printed Name	Business Entity Name	

EXHIBIT C

Attestation of Satisfactory Background Investigation

On behalf of RIVEROAK Technical College [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to Lake City Medical Center [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- ☐ does not reveal any criminal activity;
- ☐ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- ☐ confirms the individual is not on either the GSA or OIG exclusion lists;
- ☐ confirms the individual is not listed as a violent sexual offender;
- ☐ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- ☐ no other aspect of the investigation required by Employer reveals information of concern; and
- ☐ does not reveal inappropriate use of drugs or alcohol;

I attest that this individual has met all of the health requirements, including:

- ☐ TB test within the last 12 months;
- ☐ Proof of Rubella, Rubeola and Varicella immunity;
- ☐ Proof of Hepatitis B and Flu immunization or declination; and
- ☐ Proof of a satisfactory drug screening as set out in the underlying Affiliation Agreement.

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
[Name of Organization]

Date: \_\_\_\_\_

**EXHIBIT D**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Branford, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pharmacy Technology Program Director

- 1.1 The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2 RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3 RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4 RTC shall require students to observe 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 require 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**North Florida Pharmacy of Branford, Inc.  
305 SW US Hwy. 27  
Branford, FL 32008**

**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 (2017)**

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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 (2017), for additional record keeping requirements.

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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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- 3.2 Periodically, but at least once per year, the Director or the Director of the School of Pharmacy Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

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- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
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- 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.

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- 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.
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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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**North Florida Pharmacy, Inc.  
347 SW Main Blvd.  
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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and North Florida Pharmacy #2 (West) (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

**Section 1.     Duties of Pharmacy Technology Program Director**

- 1.1           The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2           RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3           RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4           RTC shall require students to observe 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 require 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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.
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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.

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- 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.
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- 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.

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

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

**North Florida Pharmacy #2 (West)  
3718 W. US Highway 90  
Lake City, FL 32055**

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"**

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under Chapter 119.0701, Florida Statutes (2017)**

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**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and North Florida Pharmacy of Mayo, Inc. (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

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

**North Florida Pharmacy of Mayo, Inc.  
229 W. Main Street  
Mayo, FL 32066**

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

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under Chapter 119.0701, Florida Statutes (2017)**

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**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2018, between the Suwannee County School Board (SCSB) and Walgreen Company, Lake City, Florida (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

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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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Walgreen Company**  
2094 West US Highway 90  
Lake City, FL 32055  
Attn: Henry Gonzalez

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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AFFILIATION AGREEMENT**

This Agreement is entered on July 1, 2018, between the Suwannee County School Board (SCSB) and Walgreen Company (Clinical Site).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Pharmacy Technology program for qualified students preparing to be Pharmacy Technicians; and,

Whereas, SCSB and the Clinical Site have agreed jointly to participate in a program in which Pharmacy Technology students may acquire clinical experience at the facilities of the Clinical Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

**Section 1.     Duties of Pharmacy Technology Program Director**

- 1.1           The Program Director shall design and coordinate a clinical program at the Clinical Site, in cooperation with the Administration at the Clinical Site.
- 1.2           RTC shall provide to the Clinical Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, the Program Director shall provide the Clinical Site with the names of the assigned students.
- 1.3           RTC shall retain responsibility for the administration of the Pharmacy Technology Program, its curriculum content, and the assignment, teaching, supervision, and evaluation of the students.
- 1.4           RTC shall require students to observe 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 require 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 Technology students and, if necessary, the faculty regarding the Clinical Site's policies and procedures and physical facilities.
- 2.3 The Clinical Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, 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 Technology.
- 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 Technology, and the Administration at the Clinical Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objective. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the School of Pharmacy Technology Program.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.

- 4.3 The Clinical Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 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 (2017) see EXHIBIT A which is incorporated by reference herein.

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

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

**Walgreen Company  
1515 Ohio Avenue S.  
Live Oak, FL 32064  
Attn: Rebecca Sapp**

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 (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**SOLARIS HEALTHCARE LAKE CITY, LLC  
Lake City, Florida**

This Agreement commences on July 1, 2018, between the Suwannee County School Board (SCSB) and Solaris HealthCare Lake City, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Commercial Foods and Culinary Arts Program and Dietetic Management and Supervision Program for qualified students preparing to be Commercial Food and Culinary Managers and Dietary Managers; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Culinary Arts and Dietetic Management and Supervision programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Solaris HealthCare Lake City Suwannee School Board Attorney"  
560 SW McFarlane Ave  
Lake City, FL 32025  
386-758-4777

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

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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 (2017), for additional record keeping requirements.

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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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**NF Suwannee, LLC d/b/a SUWANNEE HEALTH CARE CENTER  
Live Oak, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and NF Suwannee, LLC, d/b/a, Suwannee Health Care Center, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Commercial Foods and Culinary Arts Program and Dietetic Management and Supervision Program for qualified students preparing to be Commercial Food and Culinary Managers and Dietary Managers; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Commercial Food and Culinary Arts students and Dietetic Management and Supervision students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.



5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Culinary Arts and Dietetic Management and Supervision programs.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Culinary Arts and Dietetic Management and Supervision programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs..
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

**NF Suwannee, LLC d/b/a, SUWANNEE HEALTH CARE CENTER**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Mail notices to:  
Craig E. Robinson, President  
Gulf Coast Health Care, LLC  
2 N. Palafax Street  
Pensacola, FL 32502

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**SUWANNEE COUNTY SCHOOL BOARD**  
**PROFESSIONAL/TECHNICAL**  
**SERVICES AGREEMENT**

This AGREEMENT is made commencing on July 1, 2018, by and between the School Board of Suwannee County, Florida ("SCSB"), and Miles Consulting LLC (hereinafter "Contractor").

WITNESSED:

WHEREAS, SCSB, through RIVEROAK Technical College (RTC), operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

1. **ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR**

- A. SERVICES: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.
- B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES
- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment. Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
  - (ii) Contractor and staff shall not be required to perform services in any order or sequence specified by SCSB.

- (iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.
  - (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
  - (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
  - (vi) The Contractor and staff shall be responsible for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. DOCUMENTATION: Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

## 2. REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) All applicable federal, state, and local laws, rules, and regulations;
  - (ii) All applicable policies of: SCSB;
  - (iii) All applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and
- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and

F. All Contractor staff shall comply with all applicable terms of this Agreement.

### 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

### 4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2018 and ending June 30, 2019, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

### 5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit B attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

### 6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, requested by SCSB, and SCSB shall pay each invoice within thirty (30) days after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice.

### 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including



confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

## 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies.

**Level II Background Check** – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a **Level II background check** submitted through the SCSB. Documentation of clearance will be on file in the Department of Human Resources in the SCSB office. **The contractor shall be required to pay for all costs of the background reports.** If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the SCSB.

## 9. AUDITS, RECORDS, AND RECORDS RETENTION

SCSB or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this

agreement. Documents/records in any form shall be open to SCSB's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the SCSB and the Contractor in order:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the SCSB under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the SCSB, the Contractor will cooperate with the SCSB to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the SCSB.
- E. That persons duly authorized by the SCSB and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB 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 Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

#### 11. DEBARMENT & SUSPENSION

SCSB certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

#### 12. TERMINATION

- A. TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. TERMINATION FOR BREACH. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. IMMEDIATE TERMINATION BY SCSB. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its students;
  - (iii) Breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof;
- D. EFFECT OF TERMINATION. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1 (B), 2, 5, 10, 13, and 15.

### 13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the SCSB for the SCSB'S attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, the other contracting entity or person shall pay the fees, costs and expenses of the mediator.

### 14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to

such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

#### 15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the SCSB waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

#### 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

#### 17. NOTICES

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to SCSB: The School Board of Suwannee County Florida  
c/o Ted L. Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

Copy to: Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

Contractor: Patricia B Miles  
Miles Consulting LLC  
4809 WaterVista Drive  
Orlando, Florida 32821

#### 18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

#### 19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

#### 20. ASSIGNMENT; BINDING EFFECT.

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

## **21. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT C which is incorporated by reference herein.

## **22. RELEASE OF STUDENT RECORDS**

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SUWANNEE COUNTY SCHOOL BOARD**

\_\_\_\_\_  
Jerry Taylor, Chairman

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**CONTRACTOR**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Patricia B. Miles  
Miles Consulting LLC

\_\_\_\_\_  
Type or Print Name of Witness

\_\_\_\_\_  
Type or Print Name of Contractor

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT A**

### **SERVICES PROVIDED:**

1. This agreement shall commence July 1, 2018 and shall terminate June 30, 2019.
2. The Contractor hereby agrees to provide the following services under this agreement:
  - a. Travel from time to time to Live Oak, Florida to meet with the RTC Director, staff, faculty, program instructors, program advisory committee(s), school advisory committee and community clients of the RTC.
  - b. Conduct limited hours in the development of customer service training programs to the specifications of the Director of RTC, then to deliver such course materials to adult students in a demonstration offering at which time the selected instructors of RTC will attend and be qualified to continue the offering of that course material.
  - c. Meet with the AST and ACRR Advisory Committees, program instructors, RTC Director and other interested persons to maintain such certification and to prepare and demonstrate forms and procedures to successfully obtain recertification.
  - d. Research, meet with interested parties in Suwannee County or where ever found, in order to advise the RTC Director as to course, program and instructional development for new and emerging occupations as well as for obtaining Technical College credit.
3. The RTC hereby agrees to abide by the following considerations under this agreement.
  - a. Make available administration, staff and faculty of the RTC for consultation by the Contractor at appointed times for in person meetings or video conferencing.
  - b. The RTC Director will maintain communications with the Contractor as to assistance for new programs, course delivery and program development.
  - c. Will set up meeting and consultation dates and times between the Contractor and RTC staff and faculty as well as any advisory groups and community clients of the RTC. The Director will make all attempts to have multiple meetings concerning multiple programs during visit to Live Oak by the Contractor.

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER:**

**INDIVIDUAL SOCIAL SECURITY NUMBER:**

*IRS Form W-9 on file.*

**FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:**

General and/or Perkins

**EXHIBIT B**

**FEE SCHEDULE**

The RIVEROAK Technical College (RTC) is a technical education center of the Suwannee County Public schools which is required to obtain and retain national certification as technical education center for the institution as well as for the Automotive (AST) and Auto Collision (SCRR) programs. The primary campus of RTC is at 415 S. W. Pinewood Drive, Live Oak, Florida 32064.

RTC is instructional service provider to the adult and secondary students of Suwannee County Public Schools, Work Force Development Board of Suwannee County, various industries and organizations in RTC service area. The Contractor will be called upon to develop curriculum and instructor expertise to provide the requested training for new industries coming to Suwannee County. The Contractor will provide technical assistance to the Director of RTC as to the issue of Technical Colleges.

RTC desires to engage in consulting services with the Contractor for several projects.

For the services provided by the Contractor, RTC agrees to pay based on the following table:

- |  |                        |
|--|------------------------|
| • Conduct Classroom instruction of students and/or staff               | \$125.00 / hour        |
| • Conduct a full school day of instruction for students and / or staff | \$750.00 / day         |
| • Research and development time  | \$50.00 / hour         |
| • Communications (email, phone call, text, video conference)           | \$12.50 / quarter hour |
| • Meeting with Director, staff and / instructors                       | \$50.00 / hour         |
| • Travel mileage including tolls and vicinity at current Florida rate  |                        |
| • Per Diem incurred at current Board approved rate                     |                        |
| • Lodging at direct cost   |                        |

The Contractor will submit and invoice for those month in which there has been activity at the end of the month which shall include detail per change.



**EXHIBIT C**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**Suwannee County Public Schools  
Rate and Service Contract  
2018-2019**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 1, 2018, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Adrienne M. Burke-Godwin**  
**d/b/a Tiny Praying Hands, LCCH**  
 610 Martin Street (mailing)  
 712 Glass Street (physical)  
 Live Oak, Florida 32064  
 Phone: 386-965-6447 or 386-364-5487

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

**WHEREAS**, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

**WHEREAS**: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

**WHEREAS**, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

**WHEREAS**: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

**WHEREAS**, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

**WHEREAS**, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

**WHEREAS**, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE II - SPECIAL CONDITIONS

**2.1 TERMS.**

- a. This contract shall become effective July 1, 2018, by both parties and shall remain in force until June 30, 2019.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

**2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

**2.3.** Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).

**2.4** The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.

**2.5** The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

**2.6** The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

**2.7** The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

**2.8** Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**2.9** Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

- 2.10** The PROVIDER contract administrator for this contract is:  
**Adrienne M. Burke-Godwin**  
**Tiny Praying Hands, LCCH**  
 610 Martin Street (mailing)  
 712 Glass Street (physical)  
 Live Oak, Florida 32064  
 Phone: 386-965-6447 or 386-364-5487
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. IRS W-9 Form  
 II. Public Entity Crimes Statement  
 III. Debarment Certification
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

### ARTICLE III – GENERAL CONDITIONS

- 3.1** Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 3.2** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- 3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.4 This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 **PUBLIC RECORDS.**  
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.
- 3.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.8 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **GOVERNING LAW.**  
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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it 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.
- 3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- 3.15** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.16 NOTICE.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**To DISTRICT:**

Superintendent of Schools  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

**To PROVIDER:**

**Adrienne M. Burke-Godwin**  
**d/b/a Tiny Praying Hands, LCCH**  
610 Martin Street (mailing)  
712 Glass Street (physical)  
Live Oak, Florida 32064  
Phone: 386-965-6447 or 386-364-5487

**3.17 AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

### 3.19 NON-EXCLUSIVITY.

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Jerry Taylor, Board Chairman

\_\_\_\_\_  
Adrienne M. Burke-Godwin  
d/b/a Tiny Praying Hands, LCCH  
610 Martin Street (mailing)  
712 Glass Street (physical)  
Live Oak, Florida 32064  
Phone: 386-965-6447 or 386-364-5487

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by be first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

---

Name & Title of Authorized Representative

---

Signature

---

Date

**EXHIBIT A**

**List of Providers**

For a list of current Early Learning Coalition (ELC) providers, please contact the ELC at 386-752-9770, or visit the website at <https://www.elcgateway.org>. The Suwannee County School District currently has contracts with the following child care centers:

**Adrienne M. Burke-Godwin**

**d/b/a Tiny Praying Hands, LCCH**

610 Martin Street (mailing)

712 Glass Street (physical)

Live Oak, Florida 32064

adrienneburke32@yahoo.com

Phone - 386-965-6447 or 386-364-5487

**Tawanna Bryant**

**d/b/a Tender Touch Learning Center, LLC**

504 Maple Street, SW

Live Oak, Florida 32064

Phone – 386-208-2273

**Bright Stars Academy, Inc.**

8325 County Road 136 (mailing address)

12715 County Road 136 (physical address)

Live Oak, Florida 32060

Phone – 386-362-3600      FAX – 386-364-1428

**Renata Beasley**

**d/b/a Renata Beasley Large Family Child Care Home**

1707 Ruby Street

Live Oak, Florida 32064

Phone – 386-205-0959

## EXHIBIT B

### Rate Scale

<b>Adrienne Burke-Godwin</b> <b>d/b/a Tiny Praying Hands, LCCH</b> <b>2018 – 2019 Child Care Rates</b>									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	24.00	110.00	22.00	95.00	19.00	85.00	17.00	85.00	17.00

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2018 - 2019 School Year**

<b>Child Care Provider's Name:</b> Adrienne Burke-Godwin <b>Mailing Address:</b> Tiny Praying Hands, LCCH 610 Martin Street (mailing) 712 Glass Street (physical) Live Oak, Florida 32064 <b>Phone:</b> 386-965-6447 or 386-364-5487 <b>Email:</b> adrienneburke32@yahoo.com <b>Contact:</b> Adrienne M. Burke-Godwin										<b>Circle Current Month</b> AUGUST 2018    SEPTEMBER 2018    OCTOBER 2018 NOVEMBER 2018    DECEMBER 2018 JANUARY 2019    FEBRUARY 2019    MARCH 2019 APRIL 2019    MAY 2019    JUNE 2019									
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (insert date) -	→																			

<b>X = present</b> <b>H = holiday</b> <b>(If child is <u>absent</u>, leave space blank)</b>	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School Board ATTN: Michele Howard 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064 386-647-4636- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D**

**Suwannee County School District  
Teenage Parent Program**

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
  - a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
  - a. Medical documentation of my pregnancy and/or birth certificate.
  - b. My child's immunization record and physical form.
  - c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

**Intent:**

- ☐ I plan to participate in the voluntary Teenage Parent Program.  
☐ I do not want to participate in the Teenage Parent Program.

**Transportation:**

- ☐ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.  
☐ I do not need transportation for my child/children.

**Day care:**

- ☐ I need day care for my child/children. Day care of choice \_\_\_\_\_.  
☐ I do not need day care for my child/children. Who keeps your child? \_\_\_\_\_.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D****Page 2 of 2 of Exhibit D**

**Suwannee County School District  
Student Dropout Prevention Component  
Teenage Parent Program Referral/Eligibility and Placement**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Race \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_

1. Student placed in Teenage Parent Program (date) \_\_\_\_\_ on basis of:
  - a. \_\_\_ Medical diagnosis of pregnancy by physician \_\_\_ Ultrasound Due date: \_\_\_\_\_
  - b. \_\_\_ Birth Certificate \_\_\_ Social Security Card \_\_\_ Health Physical \_\_\_ Immunizations
2. Parent notification/letter date \_\_\_\_\_
3. Staffing committee meeting date \_\_\_\_\_

**Parent Conference Checklist**

A Guidance Counselor has discussed the following with the student and parent:

- \_\_\_ Explanation of Teenage Parent Program and services provided  
 \_\_\_ Adjusted the student's schedule (if needed)  
 \_\_\_ Participation and criteria for child care (if needed)  
 \_\_\_ Complete enrollment forms for child/children

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I give permission for (name of student) \_\_\_\_\_ to participate in the  
 Teenage Parent Program during the (School Year) \_\_\_\_\_.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I do not want my son/daughter to participate in the Teenage Parent Program.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT E

### Public Records Law Requirements Under Chapter 119.0701, Florida Statutes (2017)

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).



**Suwannee County Public Schools  
Rate and Service Contract  
2018-2019**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 1, 2018, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center LLC**  
409 Hillman Avenue  
Live Oak, Florida 32064  
Phone - 386-208-2273

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

**WHEREAS**, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

**WHEREAS**: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

**WHEREAS**, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

**WHEREAS**: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

**WHEREAS**, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

**WHEREAS**, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

**WHEREAS**, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE II - SPECIAL CONDITIONS

**2.1 TERMS.**

- a. This contract shall become effective July 1, 2018, by both parties and shall remain in force until June 30, 2019.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

**2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

**2.3.** Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).

**2.4** The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.

**2.5** The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

**2.6** The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

**2.7** The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

**2.8** Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**2.9** Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

- 2.10** The PROVIDER contract administrator for this contract is:  
**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center LLC**  
 409 Hillman Avenue  
 Live Oak, Florida 32064  
 Phone - 386-208-2273
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. **IRS W-9 Form**  
 II. **Public Entity Crimes Statement**  
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

### ARTICLE III – GENERAL CONDITIONS

- 3.1** Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 3.2** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- 3.3** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.4** This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 PUBLIC RECORDS.**  
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.
- 3.6** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.8** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 GOVERNING LAW.**  
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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it 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.
- 3.12** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- 3.15** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.16 NOTICE.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**To DISTRICT:**

Superintendent of Schools  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

**To PROVIDER:**

**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center LLC**  
409 Hillman Avenue  
Live Oak, Florida 32064  
Phone - 386-208-2273

**3.17 AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment.** Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Jerry Taylor, Board Chairman

\_\_\_\_\_  
**Tawanna Bryant**  
**d/b/a Tender Touch Learning Center LLC**  
409 Hillman Avenue  
Live Oak, Florida 32064  
Phone - 386-208-2273

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by be first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires



**Certification Regarding Debarment, Suspension, and Other Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

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Name & Title of Authorized Representative

---

Signature

---

Date

**EXHIBIT A**

**List of Providers**

For a list of current Early Learning Coalition (ELC) providers, please contact the ELC at 386-752-9770, or visit the website at <https://www.elcgateway.org>. The Suwannee County School District currently has contracts with the following child care centers:

**Adrienne M. Burke**

**d/b/a Tiny Praying Hands, LCCH**

610 Martin Street (mailing)

712 Glass Street (physical)

Live Oak, Florida 32064

adrienneburke32@yahoo.com

Phone - 386-965-6447 or 386-364-5487

**Tawanna Bryant**

**d/b/a Tender Touch Learning Center, LLC**

409 Hillman Avenue

Live Oak, Florida 32064

Phone – 386-208-2273

**Bright Stars Academy, Inc.**

8325 County Road 136 (mailing address)

12715 County Road 136 (physical address)

Live Oak, Florida 32060

Phone – 386-362-3600      FAX – 386-364-1428

**Renata Beasley**

**d/b/a Renata Beasley Large Family Child Care Home**

1707 Ruby Street

Live Oak, Florida 32064

Phone – 386-205-0959

## EXHIBIT B

### Rate Scale

### Tawanna Bryant d/b/a Tender Touch Learning Center, LLC 2018 – 2019 Child Care Rates

INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
130.00	26.00	120.00	24.00	105.00	21.00	95.00	19.00	90.00	18.00

## EXHIBIT C

SUWANNEE COUNTY SCHOOLS  
 Teenage Parent Child Care Program  
 2018 - 2019 School Year

<b>Child Care Provider's Name:</b> Tender Touch Learning Center, LLC <b>Mailing Address:</b> 409 Hillman Avenue Live Oak, Florida 32064 <b>Phone:</b> 386-208-2273 <b>Contact:</b> Tawanna Bryant										<b>Circle Current Month</b> AUGUST 2018    SEPTEMBER 2018    OCTOBER 2018 NOVEMBER 2018    DECEMBER 2018 JANUARY 2019    FEBRUARY 2019    MARCH 2019 APRIL 2019    MAY 2019    JUNE 2019									
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (insert date) - <span style="font-size: 1.2em;">→</span>																									

<b>X = present</b> <b>H = holiday</b> (If child is <u>absent</u> , <u>leave space blank</u> )	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School Board ATTN: Michele Howard 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064 386-647-4636- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D****Suwannee County School District  
Teenage Parent Program**

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
  - a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
  - a. Medical documentation of my pregnancy and/or birth certificate.
  - b. My child's immunization record and physical form.
  - c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

**Intent:**

- ☐ I plan to participate in the voluntary Teenage Parent Program.
- ☐ I do not want to participate in the Teenage Parent Program.

**Transportation:**

- ☐ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
- ☐ I do not need transportation for my child/children.

**Day care:**

- ☐ I need day care for my child/children. Day care of choice \_\_\_\_\_.
- ☐ I do not need day care for my child/children. Who keeps your child? \_\_\_\_\_.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D****Page 2 of 2 of Exhibit D**

**Suwannee County School District  
Student Dropout Prevention Component  
Teenage Parent Program Referral/Eligibility and Placement**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Race \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_

1. Student placed in Teenage Parent Program (date) \_\_\_\_\_ on basis of:
  - a. \_\_\_ Medical diagnosis of pregnancy by physician \_\_\_ Ultrasound Due date: \_\_\_\_\_
  - b. \_\_\_ Birth Certificate \_\_\_ Social Security Card \_\_\_ Health Physical \_\_\_ Immunizations
2. Parent notification/letter date \_\_\_\_\_
3. Staffing committee meeting date \_\_\_\_\_

**Parent Conference Checklist**

A Guidance Counselor has discussed the following with the student and parent:

- \_\_\_ Explanation of Teenage Parent Program and services provided  
 \_\_\_ Adjusted the student's schedule (if needed)  
 \_\_\_ Participation and criteria for child care (if needed)  
 \_\_\_ Complete enrollment forms for child/children

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I give permission for (name of student) \_\_\_\_\_ to participate in the  
 Teenage Parent Program during the (School Year) \_\_\_\_\_.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I do not want my son/daughter to participate in the Teenage Parent Program.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT E**

### **Public Records Law Requirements Under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**Suwannee County Public Schools  
Rate and Service Contract  
2018-2019**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 1, 2018, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Bright Stars Academy, Inc.**  
8325 County Road 136 (mailing address)  
12715 County Road 136 (physical address)  
Live Oak, Florida 32060  
Phone - 386-362-3600

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

**WHEREAS**, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

**WHEREAS**: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

**WHEREAS**, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

**WHEREAS**: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

**WHEREAS**, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

**WHEREAS**, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

**WHEREAS**, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.



## ARTICLE II - SPECIAL CONDITIONS

**2.1 TERMS.**

- a. This contract shall become effective July 1, 2018, by both parties and shall remain in force until June 30, 2019.
  - b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.
- 2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.
- 2.3.** Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).
- 2.4** The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.
- 2.5** The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

- 2.6** The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.
- 2.7** The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.
- 2.8** Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.
- 2.9** Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.

- 2.10** The PROVIDER contract administrator for this contract is:  
**Bright Stars Academy, Inc.**  
 8325 County Road 136 (mailing address)  
 12715 County Road 136 (physical address)  
 Live Oak, Florida 32060  
 Phone - 386-362-3600
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. IRS W-9 Form  
 II. Public Entity Crimes Statement  
 III. Debarment Certification
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

### ARTICLE III – GENERAL CONDITIONS

- 3.1** Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 3.2** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- 3.3 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.4 This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 **PUBLIC RECORDS.**  
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.
- 3.6 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.8 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 **GOVERNING LAW.**  
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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it 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.
- 3.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- 3.15 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.16 **NOTICE.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To DISTRICT:

Superintendent of Schools  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

With a Copy to:

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

With a Copy to:

Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

To PROVIDER:

**Bright Stars Academy, Inc.**  
8325 County Road 136 (mailing address)  
12715 County Road 136 (physical address)  
Live Oak, Florida 32060  
Phone - 386-362-3600

3.17 **AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from the date of the erroneous payment or overpayment.** Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Jerry Taylor, Board Chairman

\_\_\_\_\_  
**Bright Stars Academy, Inc.**

8325 County Road 136 (mailing address)

12715 County Road 136 (physical address)

Live Oak, Florida 32060

Phone - 386-362-3600

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by be first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

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Name & Title of Authorized Representative

---

Signature

---

Date



**EXHIBIT A**

**List of Providers**

For a list of current Early Learning Coalition (ELC) providers, please contact the ELC at 386-752-9770, or visit the website at <https://www.elcgateway.org>. The Suwannee County School District currently has contracts with the following child care centers:

**Adrienne M. Burke**

**d/b/a Tiny Praying Hands, LCCH**

610 Martin Street (mailing)

712 Glass Street (physical)

Live Oak, Florida 32064

adrienneburke32@yahoo.com

Phone - 386-965-6447 or 386-364-5487

**Tawanna Bryant**

**d/b/a Tender Touch Learning Center, LLC**

504 Maple Street, SW

Live Oak, Florida 32064

Phone – 386-208-2273

**Bright Stars Academy, Inc.**

8325 County Road 136 (mailing address)

12715 County Road 136 (physical address)

Live Oak, Florida 32060

Phone – 386-362-3600      FAX – 386-364-1428

**Renata Beasley**

**d/b/a Renata Beasley Large Family Child Care Home**

1707 Ruby Street

Live Oak, Florida 32064

Phone – 386-205-0959

## EXHIBIT B

### Rate Scale

<b>Bright Stars Academy, Inc.</b> <b>2018 – 2019 Child Care Rates</b>									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	24.00	110.00	22.00	95.00	19.00	85.00	17.00	85.00	17.00

## EXHIBIT C

**SUWANNEE COUNTY SCHOOLS**  
**Teenage Parent Child Care Program**  
**2018 – 2019 School Year**

<b>Child Care Provider's Name:</b> Bright Stars Academy, Inc. <b>Mailing Address:</b> 8325 County Road 136 (mailing address) 12715 County Road 136 (physical address) Live Oak, Florida 32060 <b>Phone:</b> 386-362-3600 <b>Contact:</b> Sherry B. Peppers												<b>Circle Current Month</b> AUGUST 2018    SEPTEMBER 2018    OCTOBER 2018 NOVEMBER 2018    DECEMBER 2018 JANUARY 2019    FEBRUARY 2019    MARCH 2019 APRIL 2019    MAY 2019    JUNE 2019											
---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (insert date) -	→																								

<b>X = present</b> <b>H = holiday</b> (If child is <u>absent</u> , <u>leave space blank</u> )	<b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b> <b>Deliver completed attendance sheet to :</b>  Suwannee County School Board ATTN: Michele Howard 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064 386-647-4636- ofc. 386-208-8687- FAX michele.howard@suwannee.k12.fl.us
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**EXHIBIT D****Suwannee County School District  
Teenage Parent Program**

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
  - a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
  - a. Medical documentation of my pregnancy and/or birth certificate.
  - b. My child's immunization record and physical form.
  - c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

**Intent:**

- ☐ I plan to participate in the voluntary Teenage Parent Program.
- ☐ I do not want to participate in the Teenage Parent Program.

**Transportation:**

- ☐ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
- ☐ I do not need transportation for my child/children.

**Day care:**

- ☐ I need day care for my child/children. Day care of choice \_\_\_\_\_.
- ☐ I do not need day care for my child/children. Who keeps your child? \_\_\_\_\_.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D****Page 2 of 2 of Exhibit D**

**Suwannee County School District  
Student Dropout Prevention Component  
Teenage Parent Program Referral/Eligibility and Placement**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Race \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_

1. Student placed in Teenage Parent Program (date) \_\_\_\_\_ on basis of:
  - a. \_\_\_ Medical diagnosis of pregnancy by physician \_\_\_ Ultrasound Due date: \_\_\_\_\_
  - b. \_\_\_ Birth Certificate \_\_\_ Social Security Card \_\_\_ Health Physical \_\_\_ Immunizations
2. Parent notification/letter date \_\_\_\_\_
3. Staffing committee meeting date \_\_\_\_\_

**Parent Conference Checklist**

A Guidance Counselor has discussed the following with the student and parent:

- \_\_\_ Explanation of Teenage Parent Program and services provided  
 \_\_\_ Adjusted the student's schedule (if needed)  
 \_\_\_ Participation and criteria for child care (if needed)  
 \_\_\_ Complete enrollment forms for child/children

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I give permission for (name of student) \_\_\_\_\_ to participate in the  
 Teenage Parent Program during the (School Year) \_\_\_\_\_.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ I do not want my son/daughter to participate in the Teenage Parent Program.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT E**

**Public Records Law Requirements  
Under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**Suwannee County Public Schools  
Rate and Service Contract  
2018-2019**

**THIS RATE AND SERVICES PROVIDER AGREEMENT** ("Contract") is made and entered into on July 1, 2018, between the Suwannee County School Board (hereinafter referred to as the "DISTRICT"), and

**Renata Beasley  
d/b/a Renata Beasley Large Family Childcare Home  
1707 Ruby Street  
Live Oak, Florida 32064  
Phone - 386-205-0959**

Teen Parent Program Childcare Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing childcare services to children of eligible students.

**ARTICLE I - RECITALS**

**WHEREAS**, the DISTRICT has the responsibility and obligation to operate the public school system of Suwannee County, Florida, and to provide for a free public school education for all children of school age who reside in said County, including services for students pursuant to § 1003.54, Fla. Stat., Teen Age Parent Program (TAPP);

**WHEREAS**: the DISTRICT is required, among other things, to provide for child care for students that qualify for services under TAPP during the period that the public schools of Suwannee County are in session;

**WHEREAS**, the DISTRICT is authorized by state law to enter into an agreement with the state approved child care PROVIDER for the aforementioned purpose.

**WHEREAS**: the DISTRICT proposes to contract with the PROVIDER for the purpose of providing child care services to qualified students under TAPP; and

**WHEREAS**, the PROVIDER is specially trained, experienced and competent to perform the childcare required by the DISTRICT, and such services are needed on a limited basis; and

**WHEREAS**, the PROVIDER has been approved by the State of Florida Department of Children and Families (Chapter 65C-22, Florida Administrative Code, Child Care Standards) and has met the qualifications to be licensed as a child care facility or child care program PROVIDER; and

**WHEREAS**, the PROVIDER is willing to provide such services to children of the DISTRICT'S eligible students (pursuant to § 1003.54, Fla. Stat; Teen Age Parent Program; TAPP); if selected by the eligible students; and

**WHEREAS**, the PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the children of the DISTRICT, students during the term of this Contract.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE II - SPECIAL CONDITIONS

**2.1 TERMS.**

- a. This contract shall become effective July 1, 2018, by both parties and shall remain in force until June 30, 2019.
- b. This agreement, however, may be terminated by the DISTRICT or PROVIDER at the end of each fiscal year falling within the term of the agreement without penalty with notice to either party on or before 30 days prior to the end of any fiscal year falling within the term of this agreement.

**2.2.** The PROVIDER shall provide a program of day care for qualified students as identified by the DISTRICT.

**2.3.** Students shall be permitted to select a provider from those providers set forth in Exhibit "A" attached: (List of Providers).

**2.4** The DISTRICT will pay the PROVIDER selected by the student in accordance with Exhibit "B" attached: (Rate Scale for each Provider). The student shall be responsible for the payment of any provider charges over and above the payment- rate schedule amount.

**2.5** The PROVIDER shall submit detailed invoices for reimbursement by the DISTRICT on or before the 20th business day of each month following the month for which services are provided. Monthly invoices must be itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. With each monthly invoice, PROVIDER shall submit:

Original attendance form provided by the DISTRICT in accordance with Exhibit C (District Attendance Form), showing the dates and times the student was in attendance. Invoices shall be submitted to Michele Howard, TAPP Coordinator, School Board of Suwannee County, Florida, 1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064.

**2.6** The total amount to be paid to the PROVIDER by the DISTRICT under this contract shall not exceed Provider rate X 180 days for each year of the contract for day care charges without the specific agreement of the DISTRICT. The amount herein set forth may be increased by mutual agreement of the parties subject to availability of funding.

**2.7** The PROVIDER shall be deemed an independent contractor. The DISTRICT shall exercise no authority over the personnel assigned to perform this contract by the PROVIDER. The DISTRICT shall have no supervisory authority over the PROVIDER personnel, and shall exercise no control over how the PROVIDER personnel perform their responsibilities under this contract. Should the DISTRICT have any dissatisfaction, concern, or complaints about the manner in which the PROVIDER personnel are performing responsibilities under this contract, those matters shall be communicated to the appropriate management personnel for such appropriate action as that person deems necessary.

**2.8** Notwithstanding any provision to the contrary contained in this agreement the PROVIDER and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of § 1002.22(2)(d), Florida Statutes and the Family Educational Rights and Privacy Act (FERPA), any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon the PROVIDER until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

**2.9** Upon request the PROVIDER shall permit the DISTRICT to audit the files maintained by the PROVIDER in its performance of this Agreement.



- 2.10** The PROVIDER contract administrator for this contract is:  
**Renata Beasley**  
**d/b/a Renata Beasley Large Family Childcare Home**  
 1707 Ruby Street  
 Live Oak, Florida 32064  
 Phone - 386-205-0959
- 2.11** The PROVIDER shall indemnify, and hold harmless and defend the DISTRICT its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SUWANNEE COUNTY SCHOOL BOARD, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the services furnished by The PROVIDER, its agents, servants or employees in the provision of services or performance of duties by the Provider pursuant to this Agreement.
- 2.12** The PROVIDER must not disclose to the public the identity of any student or their child eligible for TAPP childcare services without the written permission of the parent/guardian of such student and the student, themselves.
- 2.13** The PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 2.14** The PROVIDER shall complete and provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT:  
 I. **IRS W-9 Form**  
 II. **Public Entity Crimes Statement**  
 III. **Debarment Certification**
- 2.15** The contract administrator for the DISTRICT is:  
 Michele Howard  
 TAPP Coordinator  
 Suwannee County School Board

The DISTRICT shall:

- 2.16** Be responsible for the enrollment of qualified students in the TAPP day care program and ensure that each student executes the appropriate agreement attached hereto as Exhibit "D" TAPP Rules Agreement and Student Dropout Prevention Component Referral/Eligibility and Placement.
- 2.17** Promptly notify the PROVIDER regarding any student that ceases to be eligible for TAPP day care services under this agreement.
- 2.18** Promptly pay all verified invoices for reimbursement services in accordance with law.

### ARTICLE III – GENERAL CONDITIONS

- 3.1** Nothing in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.
- 3.2** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be

entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- 3.3** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 3.4** This Agreement may be canceled with or without cause by Suwannee County School Board during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.
- 3.5 PUBLIC RECORDS.**  
Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirements applicable to public records. For additional public records compliance, see Exhibit E.
- 3.6** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.7** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 3.8** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 3.9** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 GOVERNING LAW.**  
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 DISTRICT and the PROVIDER agree that the exclusive state court forum for said litigation shall be in Suwannee County, FL, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it 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.
- 3.12** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 3.13** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Suwannee County School Board.
- 3.14** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor

disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

- 3.15** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

**3.16 NOTICE.**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

**To DISTRICT:**

Superintendent of Schools  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Michele Howard  
TAPP Coordinator  
Suwannee County School Board  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064

**With a Copy to:**

Mr. Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell  
Attorney for Suwannee County School Board  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

**To PROVIDER:**

**Renata Beasley**  
**d/b/a Renata Beasley Large Family Childcare Home**  
1707 Ruby Street  
Live Oak, Florida 32064  
Phone - 386-205-0959

**3.17 AUTHORITY.**

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**3.18 EXCESS FUNDS.**

Any party receiving funds paid by the DISTRICT under this Agreement agrees to promptly notify the DISTRICT of any funds erroneously received from the DISTRICT upon the discovery of such erroneous **payment or overpayment**.

**Any such excess funds shall be refunded to Board with interest calculated from** the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the DISTRICT.

**3.19 NON-EXCLUSIVITY.**

It is understood that the DISTRICT may also contract with other PROVIDERS to provide childcare services to children of eligible students. This contract in no way gives exclusivity to the PROVIDER for services rendered under the TAPP program.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

SUWANNEE COUNTY SCHOOL BOARD

PROVIDER

\_\_\_\_\_  
Jerry Taylor, Board Chairman

\_\_\_\_\_  
**Renata Beasley**  
**d/b/a Renata Beasley Large Family Childcare Home**  
1707 Ruby Street  
Live Oak, Florida 32064  
Phone - 386-205-0959

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Ted L. Roush, Superintendent  
Suwannee County School Board

Date: \_\_\_\_\_

**"Approved as to Form and Sufficiency**

**BY** \_\_\_\_\_

**Leonard J. Dietzen, III**

**Rumberger, Kirk & Caldwell, P.A.**

**Suwannee School Board Attorney"**

**SWORN STATEMENT UNDER SECTION 287.133,  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by be first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (Contractor) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (Contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

\_\_\_\_\_  
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (affix seal)  
Notary Public

\_\_\_\_\_  
My Commission Expires

**Certification Regarding Debarment, Suspension, and Other Matters**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

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Name & Title of Authorized Representative

---

Signature

---

Date

**EXHIBIT A**

**List of Providers**

For a list of current Early Learning Coalition (ELC) providers, please contact the ELC at 386-752-9770, or visit the website at <https://www.elcgateway.org>. The Suwannee County School District currently has contracts with the following child care centers:

**Adrienne M. Burke**

**d/b/a Tiny Praying Hands, LCCH**

610 Martin Street (mailing)

712 Glass Street (physical)

Live Oak, Florida 32064

adrienneburke32@yahoo.com

Phone - 386-965-6447 or 386-364-5487

**Tawanna Bryant**

**d/b/a Tender Touch Learning Center, LLC**

504 Maple Street, SW

Live Oak, Florida 32064

Phone – 386-208-2273

**Bright Stars Academy, Inc.**

8325 County Road 136 (mailing address)

12715 County Road 136 (physical address)

Live Oak, Florida 32060

Phone – 386-362-3600      FAX – 386-364-1428

**Renata Beasley**

**d/b/a Renata Beasley Large Family Child Care Home**

1707 Ruby Street

Live Oak, Florida 32064

Phone – 386-205-0959



# EXHIBIT B

## Rate Scale

<b>Renata Beasley</b> <b>d/b/a Renata Beasley Large Family Child Care Home</b> <b>2018 – 2019 Child Care Rates</b>									
INFANTS 0 – 12 Months		One Year Olds 12 – 23 Months		Two Year Olds 24 – 35 Months		Three Year Olds 36 – 47 Months		Four Year Olds 48 – 59 Months	
Week	Day	Week	Day	Week	Day	Week	Day	Week	Day
120.00	24.00	100.00	20.00	100.00	20.00	100.00	20.00	100.00	20.00

## EXHIBIT C

SUWANNEE COUNTY SCHOOLS  
Teenage Parent Child Care Program  
2018 – 2019 School Year

<b>Child Care Provider's Name:</b> Renata Beasley Large Family Child Care Home <b>Mailing Address:</b> 1707 Ruby Street Live Oak, Florida 32064 <b>Phone:</b> 386-205-0959 <b>Contact:</b> Renata Beasley										<b>Circle Current Month</b> AUGUST 2018    SEPTEMBER 2018    OCTOBER 2018 NOVEMBER 2018    DECEMBER 2018 JANUARY 2019    FEBRUARY 2019    MARCH 2019 APRIL 2019    MAY 2019    JUNE 2019															
	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
<b>Child's Name</b> (insert date) - <span style="font-size: 1.2em;">→</span>																									

<b>X = present</b> <b>H = holiday</b> (If child is <u>absent</u> , <u>leave space blank</u> )	<p><b>Completed Attendance Sheet due by the 10<sup>th</sup> of each month following the month of attendance. Failure to return completed attendance sheet by due date can result in payment for services being delayed.</b></p> <p><b>Deliver completed attendance sheet to :</b></p> <p>Suwannee County School Board          ATTN: Michele Howard          1729 Walker Avenue, SW, Suite 200, Live Oak, Florida 32064          386-647-4636- ofc. 386-208-8687- FAX          michele.howard@suwannee.k12.fl.us</p>
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**EXHIBIT D****Suwannee County School District  
Teenage Parent Program**

1. I understand this is a voluntary program and requires parental permission (if minor).
2. I certify that I am eligible for participation in the Teenage Parent Program.
  - a. Eligibility requirements: currently enrolled in the Suwannee County School District, and have documented proof of pregnancy or birth.
3. I understand that the goal of my participation in the Teenage Parent Program is to continue my education to obtain a standard diploma.
4. I understand that if I pursue the receipt of an adult diploma or home school, I am no longer eligible for this program or its services.
5. I understand that I am responsible for communicating with Suwannee County District Schools regarding my need for day care, transportation, services, and any change in eligibility for this program.
6. I understand that I am responsible for providing the Suwannee County School District the following documents:
  - a. Medical documentation of my pregnancy and/or birth certificate.
  - b. My child's immunization record and physical form.
  - c. My child's social security card or documentation of the application for the card.
7. I understand that I am required to attend school regularly and that my child is required to attend day care on all days that I attend school except in case of illness (mine or my child). I also understand that my child can only go to day care when I am in school.
8. I understand this packet has to be completed yearly in order to participate in the Teenage Parent Program.

**Intent:**

- ☐ I plan to participate in the voluntary Teenage Parent Program.
- ☐ I do not want to participate in the Teenage Parent Program.

**Transportation:**

- ☐ I will need transportation for my child/children. I understand that I have to ride the bus with my child and provide the proper car seat.
- ☐ I do not need transportation for my child/children.

**Day care:**

- ☐ I need day care for my child/children. Day care of choice \_\_\_\_\_.
- ☐ I do not need day care for my child/children. Who keeps your child? \_\_\_\_\_.

I acknowledge that I have read and understand the rules and goal of Suwannee County School District's Teenage Parent Program and that failure to comply with these rules and goals may result in the termination of my participation in the program. I have also received the Teenage Parent Program packet provided by Suwannee County School District that includes educational material according to FS 1003.54.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

Guidance Counselor Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT D****Page 2 of 2 of Exhibit D**

**Suwannee County School District  
Student Dropout Prevention Component  
Teenage Parent Program Referral/Eligibility and Placement**

Student Name \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Race \_\_\_\_\_  
 Address \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_  
 Baby/Child's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Sex \_\_\_\_\_ Race \_\_\_\_\_ Birth Weight \_\_\_\_\_

1. Student placed in Teenage Parent Program (date) \_\_\_\_\_ on basis of:
  - a. \_\_\_\_\_ Medical diagnosis of pregnancy by physician \_\_\_\_\_ Ultrasound Due date: \_\_\_\_\_
  - b. \_\_\_\_\_ Birth Certificate \_\_\_\_\_ Social Security Card \_\_\_\_\_ Health Physical \_\_\_\_\_ Immunizations \_\_\_\_\_
2. Parent notification/letter date \_\_\_\_\_
3. Staffing committee meeting date \_\_\_\_\_

**Parent Conference Checklist**

A Guidance Counselor has discussed the following with the student and parent:

- \_\_\_\_ Explanation of Teenage Parent Program and services provided  
 \_\_\_\_ Adjusted the student's schedule (if needed)  
 \_\_\_\_ Participation and criteria for child care (if needed)  
 \_\_\_\_ Complete enrollment forms for child/children

Signature Guidance Counselor \_\_\_\_\_ Date \_\_\_\_\_  
 Student Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ I give permission for (name of student) \_\_\_\_\_ to participate in the  
 Teenage Parent Program during the (School Year) \_\_\_\_\_.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ I do not want my son/daughter to participate in the Teenage Parent Program.

\_\_\_\_\_  
 Parent Signature \_\_\_\_\_ Date \_\_\_\_\_

## **EXHIBIT E**

### **Public Records Law Requirements Under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

## ***CHAPTER 5.00 – STUDENTS***

### **HOMELESS STUDENTS**

**5.021**

#### **POLICY:**

Homeless children who live within the county shall be admitted to school in the District, shall have access to free public education including preschool, shall be given the opportunity to meet local and state academic achievement standards, and shall be included in state and District assessments and accountability systems.

#### **I. Definitions**

##### **A. Homeless Child**

One who lacks a fixed, regular and adequate nighttime residence and includes children and youth who:

1. Are sharing the housing of other persons due to loss of housing, economic hardship or a similar reason;
2. Are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
3. Are living in emergency or transitional shelters, abandoned in hospitals or awaiting foster care placement;
4. Have a primary nighttime residence that is:
  - a. A supervised shelter designed to provide temporary living accommodations;
  - b. An institution providing temporary residence for persons who are to be institutionalized; or

## ***CHAPTER 5.00 – STUDENTS***

- c. A public or private place not designed or normally used as a regular sleeping accommodation for human beings;
  - 5. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; or
  - 6. Are migratory children who qualify as homeless because the children are living in circumstances described in I.A.1. through I.A.5.
- B. Unaccompanied Youth - A youth is a person up to the age of 21. The term unaccompanied homeless youth includes a child or youth not in the physical custody of a parent or guardian.
- C. Certified Homeless Youth – A minor, homeless child or youth, including an unaccompanied youth, who has been certified as homeless or unaccompanied by a school district homeless liaison, the director of an emergency shelter program funded by the U. S. Department of Housing and Urban Development or designee, or the director of a runaway or homeless youth basic center or transitional living program funded by the U. S. Department of Health and Human Services or designee, a licensed clinical social worker, or a circuit court.
- D. School of Origin - The school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.
- E. Enroll and Enrollment - Attending classes and participating fully in school activities.

## ***CHAPTER 5.00 – STUDENTS***

- F. Immediate – Without delay.
- G. Parent – Parent or guardian of a student.
- H. Liasion – The staff person designated by the District as the person responsible for carrying out the duties assigned to the liasion by the McKinney-Vento Homeless Assistance Act.
- I. Designated receiving school - Includes the next level school, elementary from prekindergarten, middle from elementary, high from middle, that a homeless child or youth, whose homelessness continues into the next school year, may attend when that next level school is the district designated school for those students in the homeless student's school of origin.
- J. Eligible School - The school of origin, the school zoned for the address where the student is temporarily residing, or another school which students residing in that attendance zone are eligible to attend [s.722(g)(3)(A)]
- II. The District shall identify a liaison to carry out the duties described in the McKinney-Vento Homeless Assistance Act.
- III. The District shall identify homeless students as defined by federal and state law. If the District liaison for homeless children and youth determines that the minor is an unaccompanied homeless youth, the liaison shall issue to the youth a certificate documenting his/her status as required by law.
- IV. The District shall seek to remove barriers to the identification, enrollment and retention of homeless children and youth. Uniform or



## *CHAPTER 5.00 – STUDENTS*

dress code requirements, outstanding fees, fines, or absences shall not be barriers to enrollment or participation

- V. The District shall ensure the immediate enrollment of homeless students, even if the child or youth missed an application or enrollment deadline during any period of homelessness.
  - A. The District shall assist homeless children to provide documentation to meet state and local requirements for entry into school.
  - B. A homeless child shall be given a thirty (30) school day exemption to provide proof of age, certification of a school-entry healthy examination, proof of immunization, and other documentation required for enrollment.
- VI. Each homeless student shall be provided the services that are available for all other students including transportation, school nutrition programs, before and after school programs, academic and extracurricular activities, and education services for which the child meets the eligibility criteria such as exceptional education, gifted education, vocational and technical programs, preschool programs.
- VII. ~~Alternatively,~~ If requested by a child's or youth's parent or guardian, a homeless child or youth may enroll in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
- VIII. The enrolling school shall immediately contact the school last attended by the child or youth to obtain relevant academic and other records.

## ***CHAPTER 5.00 – STUDENTS***

- IX. Appropriate credit for full or partial coursework satisfactorily completed by homeless children and youth while attending a prior school shall be awarded.
- X. Unaccompanied homeless high school youth will receive counseling to prepare and improve their readiness for postsecondary education.
- XI. If the child or youth needs to obtain immunizations or immunization records, the enrolling school shall immediately refer the parent or guardian of the child or the youth to the homeless liaison who will assist in obtaining necessary immunizations or records.
- XII. Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained so that the records are available, in a timely fashion, when the child or youth enters a new school or school district. These records shall be treated as student records and held confidential in a manner consistent with section 444 of the General Education Provision Act (20 U.S.C. 1232g) and shall not be deemed to be directory information.
- XIII. Keeping the child or youth in the school of origin is presumed to be in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth when considering placement in a school other than the child's or youth's school of origin, the district will consider student-centered factors to determine a placement that is in the student's best interest.
- XIV. When the district determines that a placement other than the school of origin is in the best interest, the district will provide the parent, guardian, or unaccompanied homeless youth with a written explanation in a manner and form understandable to the parent,

## *CHAPTER 5.00 – STUDENTS*

guardian, or unaccompanied youth, and information on the right to appeal the placement determination.

- XV. During a school selection dispute, the child or youth will either remain enrolled in the student's school of origin or shall be immediately enrolled in the eligible school in which enrollment is sought, either the school zoned for the address where the student is residing or another school which students residing in that attendance zone are eligible to attend, pending final resolution of the dispute including all available appeals the parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth shall be provided with a written explanation of any decisions related to school selection or enrollment made by the school or the district, including the rights of the parent, guardian, or unaccompanied youth to appeal such decisions and the parent, guardian, or unaccompanied youth shall be referred to the district's designated homeless liaison to carry out the dispute resolution process as expeditiously as possible.

~~If a dispute arises over school selection or enrollment in a school, the child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. The parent or guardian of the child or the youth shall be provided with an written explanation of the school's decision regarding school selection or enrollment, including the rights of the parents, guardian or youth to appeal the decision.~~

- ~~— Homeless students and/or parents have the right to dispute school assignment is placement if other than the school of origin. The district shall ensure that the parents of homeless students are notified of the right to remain in the school of origin and the dispute process.~~

## ***CHAPTER 5.00 – STUDENTS***

- XVI. If requested by the parent of a homeless child or by the liaison on behalf of an unaccompanied youth, the District shall be responsible for providing transportation to and from the school of origin throughout the duration of homelessness. The District shall share the responsibility of transportation if a homeless student begins living in another district in a homeless status and continues to attend the school of origin.
- XVII. A homeless student who becomes permanently housed during the academic year, may remain at their school of origin for the remainder of the academic year and continue to receive all McKinney-Vento Act benefits.
- XVIII. Homeless students shall not be stigmatized, segregated, or separated in any education program on the basis of their homeless status.
- XIX. The District shall coordinate district programs and collaborate with other school districts, community service providers and organizations, including:
- A. Local social services and other community agencies to provide support to homeless students and their families,
  - B. Other school districts regarding homeless student-related transportation, transfer of school records, and other inter-district activities, as needed,
  - C. housing authorities, and
  - D. ESE.
- XIV. The District shall follow the requirements of the McKinney-Vento Homeless Assistance Act and Florida Statutes.

**CHAPTER 5.00 – STUDENTS**

**STATUTORY AUTHORITY:** 1001.41, 1001.42, 1003.21, F.S.

**LAW(S) IMPLEMENTED:** 382.002, 722(g), 743.067, 1000.21, 1001.43,  
1003.01, 1003.21, 1003.22, F.S.

**MCKINNEY-VENTO HOMELESS ASSISTANCE ACT, P.L.100-77**  
20 U.S.C. 1232g

**~~NO CHILD LEFT BEHIND ACT OF 2001, P.L. 107-110~~**

**HISTORY: ADOPTED:** 10/28/08

**REVISION DATE(S):** 7/2009, 5/25/2010, 7/23/13, 1/27/2015

**FORMERLY:** Homeless Education

**MEDICAL MARIJUANA**

**5.152**

- I. Administering Medical Marijuana to Qualified Students on District Property
  - A. The Board strives to comply with state law to honor families' private medical decisions while ensuring a learning environment free of disruption. To accomplish these goals, as a general rule, prescription medication, including medical marijuana, should be administered at home. Prescription medications, including medical marijuana, should only be administered on District property during school hours when administration cannot reasonably be accomplished outside of school hours. The primary caregiver should administer the medical marijuana/low THC cannabis at home whenever possible to qualified students/patients who require the use of medical marijuana/low THC cannabis for a qualifying medical condition.
  - B. In those limited circumstances when it is medically necessary, administration of medical marijuana to qualified students on District property shall be in accordance with this policy. Administration of all other prescription and nonprescription medications to students on District property during school hours shall be in accordance with applicable law and Board policy concerning the administration of medications to students.
  - C. Medical marijuana/low THC cannabis cannot be administered to a qualifying student/patient while aboard a school bus or at a school-sponsored event.
  - D. This policy conveys no right to any student or to the student's parents/guardians or other caregiver to demand access to any general or particular location on school or district property, a school bus or at a school-sponsored event to administer medical marijuana/low THC cannabis.

## ***CHAPTER 5.00 – STUDENTS***

- E. If the federal government indicates that the district's federal funds are jeopardized by this policy, or asks the District to cease and desist the implementation of this policy, the Board declares that this policy shall be suspended immediately and that the administration of any form of medical marijuana/low THC cannabis to qualified students on school property shall not be permitted. The District will comply with any federal guidance and/or directives related to this policy. The district shall post notice of such policy suspension and prohibition in a conspicuous place on its website.
- F. Definitions - For purposes of this policy, the following definitions shall apply per Florida Statute:
1. "Student" means an individual enrolled in a Suwannee County Public School, Pre-K through 12<sup>th</sup> grade who are subject to compulsory school attendance, as well as students with disabilities 18 through 21 years of age.
  2. "Qualified student/patient" means a student/patient who is a resident of this state who has been added to the medical marijuana/low THC cannabis use registry by a qualified physician to receive marijuana or a marijuana delivery device for a medical use and who has a qualified patient identification card and for whom the administration of medical marijuana cannot reasonably be accomplished outside of school hours.
  3. "Primary caregiver" or "caregiver" must be 21 years of age or older and a resident of this state who has agreed to assist with a qualified patient's medical use of marijuana, has a caregiver identification card and meets the requirements set forth in F.S. 381.986(6).
  4. "Designated location" means a location identified by the District in its sole discretion on school grounds, such as the nurse's office

## *CHAPTER 5.00 – STUDENTS*

or a building administrator's office. District or school administration determines, in its sole discretion, the location of administration of a permissible form of medical marijuana/low THC cannabis that do not create risk of disruption to the educational environment or exposure to other students.

5. "Qualified physician" means an individual who holds an active, unrestricted license as an allopathic physician under chapter 458 or as an osteopathic physician under chapter 459 and is in compliance with the physician education requirements set forth in F.S. 381.986(3).
6. "Permissible form of medical marijuana/low THC/cannabinoid products" means non-smokeable/non-inhalable products such as oils, tinctures, edible products or lotions that can be administered and fully ingested or absorbed in a short period of time. Due to the potential for misuse, vapors, patches or other forms of administration that continue to deliver medical marijuana to a student while at school are not permitted.

### II. Permissible administration of medical marijuana to a qualified student on school district property.

- A. School nurses or health care personnel or school administration staff are not allowed to administer, store/hold or transport the medical marijuana/low THC cannabis in any form and it will not be stored on any District property, including school grounds, at any time.
- B. A student's parent/guardian or caregiver may administer the permissible form of medical marijuana to the qualified student/patient on District property in the designated location if all of the following criteria are met:
  1. A copy of the student's valid registration form for medical marijuana must be provided to the District. The authorization for medical marijuana/low THC cannabis use for qualified students at school form must be submitted to the principal/designee every



## ***CHAPTER 5.00 – STUDENTS***

school year, and when there are any changes to the medication and the type of preparation (i.e., oils, tablet). The completed form shall include the type, amount, time to be administered, possible side effects and any special instructions regarding the medication.

2. A written statement signed by the qualified student's parent/guardian must be on file which assumes all responsibility for ensuring the administering individual is qualified to perform the task, assumes all responsibility for the administration, maintenance and use under state and federal law, and releases the District from liability for any injury arising out of the administration of medical marijuana on District property.
3. The parent/guardian/caregiver shall be responsible for providing the permissible form of medical marijuana to be administered to the qualified student and for removing the medical marijuana from school grounds immediately after the administration is complete.
4. The District determines, in its sole discretion, that a designated location and method of administration of medical marijuana are available that do not create a risk of disruption to the educational environment or exposure to other students.
5. In accordance with this policy, district or school administration shall prepare, with input from the qualified student's parent/guardian/caregiver, a written medical marijuana/low THC cannabis implementation plan that identifies the registration number for the medical marijuana registration, permissible form of the medical marijuana/low THC cannabis, designated location(s), and which shall be on file with the school.

## **CHAPTER 5.00 – STUDENTS**

6. The written plan shall be signed by the school nurse, school administrator, and the qualified student's parent/guardian/caregiver.
- C. Any parent/guardian seeking access to District property for purposes of this policy must comply with District policy and/or procedures concerning visitors to schools, including checking in through the District's Raptor\*Check-in System.
- D. Student possession, use, distribution, sale or being under the influence of medical marijuana inconsistent with this policy may be considered a violation of Board policy concerning drug and alcohol use by students or other Board policy and may subject the student to disciplinary consequences, including suspension and/or expulsion, in accordance with applicable Board policy.
- E. Permission to administer medical marijuana/low THC cannabis to a qualified student/patient may be limited or revoked if the qualified student/patient or the student's caregiver violate this policy or demonstrate an inability to responsibly follow this policy's parameters.
- F. At no time shall the qualifying student/patient have the medical marijuana/low THC cannabis in their possession except during the administration process, through dispensation by the designated primary caregiver, per the District's implementation plan.

### **STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

### **LAW(S) IMPLEMENTED:**

**381.88, 381.885, 768.13, 1000.21, 1001.43,  
1002.20, 1002.22, 1006.062, F.S.**

### **HISTORY:**

**ADOPTED: \_\_\_\_\_**

**REVISION DATE(S): \_\_\_\_\_**

**FORMERLY:**

## CHAPTER 7.00: *BUSINESS SERVICES*

### **HOSPITALITY FUNDS**

**7.25**

The Superintendent may authorize expenditures for purposes of promotion, public relations and parent involvement activities and hospitality, as set forth herein. Such expenditures are restricted as to the source of funds, amount of annual expenditures and conditions for expenditures, as set forth herein and as limited by law or regulations.

- I. Expenditures may include promotion and public relation activities and hospitality of business guests provided they will directly benefit or are in the best interest of the District. Expenditures may also include, but are not limited to, activities involving graduation, visiting committees, orientation and work conferences, recruitment of employees, official meetings and receptions, guest speakers, accreditation studies, and other developmental activities, awards or other types of recognition for meritorious performance.
- II. Expenditures shall be made from auxiliary enterprises and undesignated donations to the District for promotion and public relations except that federal funds may be used to purchase food when federal program guidelines permit such use.
- III. Expenditures for hospitality of business guests shall be limited to the maximum permitted by state law and rule.

**STATUTORY AUTHORITY:** 1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:** 1001.43, 1010.08, F.S.

**STATE BOARD OF EDUCATION RULE(S):** 6A-1.0143

**HISTORY: ADOPTED: 7/28/2009**

**REVISION DATE(S):**

**FORMERLY: NEW**

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Baya Nursing and Rehabilitation, LLC  
d/b/a Baya Pointe Nursing and Rehabilitation Center  
Lake City, Florida**

This Agreement commences on July 1, 2018, between the Suwannee County School Board (SCSB) and Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center, Lake City, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician Program for qualified students preparing to be Patient Care Technicians and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of twelve months, July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.

5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**Baya Nursing and Rehabilitation, LLC  
587 SE Ermine Avenue  
Lake City, FL 32025**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.



**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Smith & Sorenson, LLC  
D/B/A  
Rising Oaks Assisted Living  
Live Oak, Florida**

This Agreement begins on July 1, 2018, between the Suwannee County School Board (SCSB) and Smith & Sorenson, LLC, D/B/A Rising Oaks Assisted Living, Live Oak, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician Education program for qualified students preparing to be Patient Care Technicians; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Practical Nurse Education students may acquire clinical experience at the facilities of the Healthcare Agency; 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:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of 12 months beginning on July 1, 2018 through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.

4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.
5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB 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.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.

2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.
3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
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.

**VI. INDEMNIFICATION**

1. The Healthcare Agency 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 Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2017) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 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.
- 1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it 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.

**IX. RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**Smith & Sorenson, LLC  
D/B/A  
Rising Oaks Assisted Living  
201 Ranchera Street N.W.  
Live Oak, Florida 32064**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2017)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2017), 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 (2017), 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 (2017).

# SUWANNEE COUNTY SCHOOL DISTRICT STAFFING PLAN

2018-2019

## **Rationale:**

- To establish a staffing plan that designates the number of district wide positions needed to efficiently and effectively meet the needs of the school district
- Streamlines the human resources process and brings efficiency and cost savings to the school district human capital needs

## **Additional Information:**

- A flexibility range of +/- one position for each category within each department or school, will be considered as operating within the scope of the staffing plan.
- The flexibility range for the established and approved staffing plan for assistant superintendents, district level directors, school principals, and assistant principals does not apply. A proposed change in designated position allocations established in the plan for these categories will require school board revisions to the established staffing plan.

## **Staffing Plan Contents:**

- District-wide Administration: School Board/Superintendent/Assistant Superintendents
- District-wide Administration: Information Technology Facilities/Transportation/Food Service
- District-wide Administration: Curriculum/Student Services/Finance Human Resources/Safety
- Administrative and Base Teacher Allocation
- School-based Office Support
- School-based Food Service and Custodial
- Paraprofessionals/Media/School Health



**District-Wide Administration: School Board/Superintendent/Assistant Superintendents**

---

COUNTY OFFICE	
Superintendent	1
Board Members	5
Executive Sec Admin	1

ASSISTANT SUPERINTENDENTS	
Administration	1
Instruction	1
Secretary Admin	2
Executive Sec. Instruct	1
Coordinators	7

## District-Wide Administration: Information Technology/Facilities/Transportation/Food Service

INFORMATION TECHNOLOGY		NUMBER UP TO 6100 STUDENTS	6101-7300 STUDENTS	FOOD SERVICES	
Director	1		1	Director	1
Information Specialist	1		1	Executive Sec	1
Assistant Director					
Information Specialist	1		1		
Information Tech	5		6	Admin Assistant	1
Executive Sec	1		1		

FACILITIES		NUMBER UP TO 6100 STUDENTS	6101-7300 STUDENTS
Director	1		1
Assistant Director	1		1
Assistant Foreman	1		1
Facilities			
AC/Elec. Specialist	1		1
Landscape Foreman	1		1
Assistant Grounds	1		1
Foreman			
Painter	1		1
Groundskeeper	4		4
Maint. Man I	5		5
Maint. Man II	2		2
Custodian	1		1
Facilities Assist. Project	1		1
Manager			
Facilities Technology	1		1
Tech			
Admin Secretary I	1		1
District Secretary	1		1

TRANSPORTATION		NUMBER UP TO 6100 STUDENTS	
Director	1		
Assistant Director	1		
Supervisor/Vehicle	1		
Service			
Secretary	1		
Executive Sec	1		
Driver Trainer	1		
Mechanics	6		
Mechanic Helper	1		
Bus Aides	8		Bus Aides as
Crossing Guards	5		determined by need
Bus Drivers	65 Drivers		Add 1 Driver and 1
	60 Routes		Route per 100
			students enrolled

**District-Wide Administration: Curriculum/Student Services/Finance/Human Resources/Safety**

<b>CURRICULUM</b>	
Director	1
Executive Sec. Instruct./Curriculum	1

<b>STUDENT SERVICES</b>	
Director	1
Coordinator ESE	1
School Health	1
Executive Secretary	2
School Psychologists	1
Parent Liaison	1
Staffing Specialists	3
Transition Specialist	1
Occupational Therapist	1
Speech/Language	5
Migrant/Homeless	2
ESOL Support	1
Mental Health Support	1
MTSS Facilitator	2

<b>FINANCE</b>	
Chief Financial Officer	1
Assistant Director	1
Accounts Payable	1
Executive Sec	1
Payroll Supervisor	1
Benefits Specialists	2

<b>HUMAN RESOURCES</b>	
Director	1
Assistant Director	1
Executive Secretary	1

<b>SAFETY AND ADMINISTRATIVE SUPPORT</b>	
Director	1
Facilities/Safety Assistant	1

# SUWANNEE COUNTY SCHOOL DISTRICT STAFFING PLAN

## Administrative and Base Teacher Allocation

2018-2019

ELEMENTARY				
	UP TO 749	750-999	1000-1200	
Principal	1	1	1	
Assistant Principal	1	1	1	
Dean (10 month)	0	0	1	
Counselor	1	2	2	
MIDDLE				
	UP TO 749	750-999	1000-1300	
Principal	1	1	1	
Assistant Principal	1	2	2	
Dean (10 plus Summer)	0	1	1	
Counselor	1	2	3	
HIGH SCHOOL AND COMBINATION				
	UP TO 774	775-999	1000-1400	
Principal	1	1	1	
Assistant Principal	1-2*	1-2*	2	2* (More than 4 grade levels)
Assistant Principal (10)	0	0	1	
Dean (10 plus summer)	0	1	1	
Counselor	2 (1-12 month)	3 (1-12 month)	4 (2-12 month)	
CORE CONTENT TEACHERS				
	CLASS SIZE/TEACHER	SPECIAL MEASURES	CONTENT	REQUIREMENTS
Elementary	K-3 (1) Teacher for 18	Based on enrollment		
Middle Grades	4-5 (1) Teacher for 22 6-8	Based on enrollment Measured against core content demands		Any area as indicated as a CRS area by FLDOE
High School	9-12(1) Teacher for 25	Measured against core content demands	Math, Science, Social Studies, ELA, Spanish	Any area as indicated as a CSR area by FLDOE
Blended Learning	Exceeds class size above with <i>Blended Learning</i> designation flag			
SPECIAL AREAS				
	TEACHERS	TEACHERS	TEACHERS	TEACHERS
Elementary 650-900	2 PE	1 Music	1 Academic Coach	
Middle School	1 PE to 30 Cap	1 Band	1 Art	1 Ag
High School/Combinations	1 PE to 30 Cap	1 Band	1 Art for up to 774 2 Art for 775-1300	Up to 2 Ag for up to 1300
Other High School Electives	1 Teacher per 80 students minimum to begin a full-time program offering	1 Teacher per 80 students minimum to maintain a full-time program offering	Programs with enrollment below 80 students per day will be monitored for 1 year for enrollment and viability	Programs with enrollment below 80 students per day may be subject to closure

## School-Based Office Support

<b>ELEMENTARY</b>	<b>UP TO 769</b>	<b>770-999</b>	<b>1000-1099</b>
Executive School Sec	1	1	1
School Secretary	1	1	1
School Bookkeeper	1	1	1
Registrar	1	1	1
<b>MIDDLE</b>	<b>UP TO 769</b>	<b>770-999</b>	<b>1000-1300</b>
Executive School Sec	1	1	1
School Secretary	0	0	1
Secretary Guidance	1	1	1
School Receptionist	1	1	1
School Bookkeeper	1	1	1
Clerk Typist	1	1	1
<b>HIGH SCHOOL AND COMBINATION</b>	<b>UP TO 774</b>	<b>775-999</b>	<b>1000-1300</b>
Executive School Sec	1	1	1
School Sec	1	1	1
School Bookkeeper	1	1	1
Registrar	1	1	1
Security Guard	0	1	1
Attendance Clerk	0	1	1

## Food Service and Custodial

<b>ELEMENTARY</b>				
	<b>UP TO 769</b>	<b>770-999</b>	<b>1000-1099</b>	
Food Service Manager	1	1	1	
Assistant Manager	1	1	1	
Food Service Worker	6	7	7	
Head Custodian	1	1	1	
Custodians	3	3	4	
<b>MIDDLE</b>				
	<b>UP TO 769</b>	<b>770-999</b>	<b>1000-1300</b>	
Food Service Manager	1	1	1	
Assistant Manager	1	1	1	
Food Service Worker	6	7	7	
Head Custodian	1	1	1	
Custodians	4	5	5	
<b>HIGH SCHOOL AND COMBINATION</b>				
	<b>UP TO 774</b>	<b>775-999</b>	<b>1000-1350</b>	
Food Service Manager	1	1	1	
Assistant Manager	1	1	1	
Food Service Worker	5	5	6	
Head Custodian	1	1	1	
Custodians	3	4	5	
<b>TECHNICAL COLLEGE</b>				
Head Custodian	1			
Custodians	1			
<b>DISTRICT WIDE</b>				
Custodians	2			

## Paraprofessionals/Media/School Health

ELEMENTARY	NUMBER AND/OR RATIO
Paraprofessionals*	K-1 (1 per 50 students) 2-5 (1 per 75 students)
Media Specialist	1
Media Clerk	1
Nurse	1

MIDDLE	NUMBER AND/OR RATIO
Paraprofessionals*	6-8 (1 per 95 students)
Media Specialist	1
Media Clerk	1
Nurse	1

HIGH SCHOOL AND COMBINATION	NUMBER AND/OR RATIO
Paraprofessionals*	6-12 (1 per 130 students)
Media Specialist	1
Media Clerk	1
Nurse	1

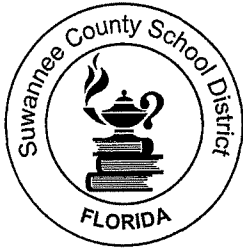
**K-12 ESOL AND MIGRANT PARAPROFESSIONALS**

1 paraprofessional for the first 15 or more students up to 99 students  
 1 additional paraprofessional for each increment of 100

**PARAPROFESSIONALS**

Staffing ratios as reflected above for K-12 may be modified based on student needs as identified by an IEP team and funding provided for that is not a general fund obligation. School level decisions based on Federal Title I laws may impact staffing ratios not to exceed the school level funding allocation.

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635  
www.suwannee.k12.fl.us

**TED L. ROUSH**  
Superintendent of Schools

*"Suwannee County School District will be a system of excellence  
ensuring all students are prepared for personal success."*

**JERRY TAYLOR**  
DISTRICT 1

**CATHERINE CASON**  
DISTRICT 2


**TIM ALCORN**  
DISTRICT 3

**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools   
**FROM:** Walter Boatright, Director of Human Resources  
**DATE:** May 8, 2018  
**RE:** Personnel Changes List for May 22, 2018 Regular Meeting

### RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.



**SUWANNEE COUNTY SCHOOL BOARD**

**Personnel Changes**

**May 22, 2018**

**TO:** District School Board of Suwannee County

**FROM:**   
Ted Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

**RESIGNATIONS: INSTRUCTIONAL:**

Suwannee Intermediate School:

Christina Newhart, Teacher, effective June 1, 2018

Skyler Phillips, Teacher, effective June 1, 2018

**RETIREMENT: NON-INSTRUCTIONAL:**

Suwannee Middle School:

Naomi Spears, Custodian, effective June 1, 2018

**RESIGNATIONS: NON-INSTRUCTIONAL:**

Food Service:

Renee Perivolaris, 3 Hour, Food Service Worker, effective May 11, 2018

Transportation:

Kimberly Bennett, Bus Attendant, effective April 27, 2018

Renee Perivolaris, Crossing Guard, effective May 11, 2018

**RECOMMENDATION: ADMINISTRATIVE:**

Finance and Administration:

Marsha Brown, Assistant Chief Financial Officer, effective May 29, 2018

REPLACES: Sherry Peppers

Branford High School:

Carl Manna, Assistant Principal, effective April 24, 2018

REPLACES: Katrina Bius-Walker (position overlap)

**TRANSFER/REASSIGNMENT:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Kelly Waters	SHS/TSA	District/Coordinator of Opportunity Schools	04/24/2018	Reclassified

**SUSPENSION:**

Nina Tuttle, Teacher, effective May 4, 2018, through May 8, 2018, without pay

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
BJ Cohen	Intramural Coach	SMS	
Brad Scarborough	Intramural Basketball	SMS	
Nicole Stratton	Cheerleader Sponsor	SMS	Laritta Hunter
Nicole (Kayla) Williamson	Head Girls Basketball	SMS	

**MISCELLANEOUS:**

Approval for the following to work up to 12 additional hours for Pre-K registration at Branford Elementary School.  
 Kelly Davidson      Cara Howard      Jessica Wagner

Approval for the following to work up to 12 additional hours for Pre-K registration at Suwannee Primary School.

Tara Brock	Amanda Kiser	Betty Riley
Traci Davis	Lois Lock	Dora Townsend
Laritta Hunter	Nicole Poole	Deanna Yott

**District Wide/21<sup>st</sup> Century:**

The following to work as a teacher or paraprofessional in the 21st Century Program District wide program:  
 Joann Barton

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:****TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Rhonda Tillman	SMS/6 hour food service worker	SMS/8 hour food service worker	05/07/2018	Amelia Warner
Amelia Warner	SMS/8 hour food service worker	SPS/8 hour food service worker	05/07/2018	Terri Baker

**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):****Facilities:**

Kevin (Bruce) Hingson, Assistant Foreman Facilities, April 13, 2018, for a total of 8.00 hours.

**Suwannee Intermediate School:**

Pamela Hendrick, Teacher, December 6, 2017, January 10, 2018, and February 8, 2018, for a total of 12.25 hours.

**Suwannee Middle School:**

Melissa Francisco, Teacher, August 8, 2017, November 2, 2017, and February 8, 2018, for a total of 17.00 hours.

Michael Meek, Teacher, August 3, 2017, September 21, 2017, November 2, 2017, November 10, 2017, January 12, 2018, February 1, 2018, March 29, 2018, and April 6, 2018, for a total of 50.50 hours.

**LEAVE OF ABSENCE (FMLA):****Suwannee Primary School:**

Betty A. Riley, Paraprofessional, tentatively April 5, 2018, through May 30, 2018, without pay, with the option of returning sooner.

Transportation:

Scott Koehn, Mechanic, tentatively May 21, 2018, through June 30, 2018, without pay, with the option of returning sooner.

Monica Pitts, Bus Driver, tentatively April 4, 2018, through June 1, 2018, without pay, with the option of returning sooner.

**SUBSTITUTES:**

The following as substitute bus drivers/bus attendants:

Jerell Anderson  
Laura Jaramillo  
Jennifer Ponder

**SUSPENSION:**

David Beard, Bus Driver, effective May 3, 2018, through May 4, 2018, without pay

**VOLUNTEERS:**

Amanda Allen	Gina DeChant-Temple	Charlotte Martin
Maria Alonso	Emily Delisle	Regina Marvin
Travis Arnold	Terrance Derico	Amity McCall
Heather Ayala	Lakeshid Derico	Bethany McDonald
Christopher Ayala	Melisa Diaz	Matthew McDonald
Michele Barker	Marcel Djulves	Shawn McEntire
Jerry Barnes	Tammie Fletcher	Philip Moore
Amanda Bartley-Ramirez	Cynthia Frye	Amador Moreno
Loretta Bautista-Rodriguez	Yamile Garas	Patricia Morse
Charles Bean	Jennifer Gaskins	Denise Mosley
Sara Benson	Jeffery Geering	Pam Nobles
Christopher Benson	Aimee Hackney	Vicky Noling
Judy Blanton	Misty Harden	Thure Olson
Michael Bower	Emma Hare	Tamika Philpot-Clayton
Bradley Bracewell	Robert Hare	Jessica Politano
Elliot Bronson	Amy Hendry	Jerry Poole
Ashley Bronson	Angela Hester	Troy Ray
David Brooks	Megan Hewitt	Christin Ray
Hank Broxey	Gregory Hill	Lauri Reaves
Jennifer Butler	Tahja Holmes	Eva Rodriguez
Lamica Butler	Jed Humphries	Eleveria Romulo
Gabriel Camacho	Ana Hurtado	Ester Ruiz
James Cannon	Kearen Jones	Crystal Russell
Catrina Case	Amanda Khurana	Stefani Santos
Kortney Cherry	Sean Kolovitz	Meranda Scott
Joseph Christian	Vicki Kreis	Louise Shivers
Francis Clary	Stacey Lane	Gerald Smith
Brenda Cooper	Andrea Lanier	Holly Smith
Leon Corbin III	Ryan Lawson	Joshua Spiwak
Brandice Corbin	Rodney Leak	Martha Spiwak
Toby Crisp	Rodney Leak	Angela Starling
Jennifer Crosby	Shannon Lindsey	Nekeshia Strawder
Ashley Davis	Faye Mancini	Angela Tanner

Billie Thomas  
Ulises Torres  
Ashley Turnage  
Pamela Wainwright

Lanika Walker  
Michael Warner  
Amanda Williams  
Kayla Williamson

Richard Woods  
Tiffany Wright  
Yasmean Yassin

**End of List  
2017-2018  
School Year**

**SUMMER TERM 2017-2018:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Suwannee High School:

Hunter Abercrombie, Dean, Credit Recovery  
Perry Davis, Teacher, Driver's Education  
Glen Green, Teacher, Driver's Education

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

The following Summer Day Laborers:

Facilities Department:

Bevan Brock	John Garrison	Frank Smith
Dylan Brown	Charles Howle	Logan Sullivan
Jessie Carver	Alexandor McMillan	Chayse Warren
Braxton Furry	Hunter Merola	Larson Zimmermann

Summer Food Service Managers District-wide:

Katrina Johnson	Janice Lee	Gloria Presley
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Summer Food Service Monitor District-wide:

Robin Krause

Summer Food Service Workers District-wide:

Sharlie Bailey	Toni Vargas-Garcia	Marilyn Gonzalez-Santos
Susana Beltres	Wendy Jones	Quintonia Smith
Teresa Brannan	Cierra Parker	
Daisy Couture	Debra Rogers	

**MISCELLANEOUS:**

District Wide/21<sup>st</sup> Century:

The following to work as teachers or paraprofessionals in the 21st Century Program District wide summer program:

Mindy Ahrens	Tina Hayes	Janell Miracle
June Bashaw	Angela Hester	Takeshia Patrick
Summer Bell	Jennifer Hitt	Yvette Perez
Jenny Clark	Laritta Hunter	Denah Phillips
Brooke Cox-Knowles	Mandy Hurst	Mandy Ramsey
Tanya Crain	Victoria Jensen	Sue Ratliff
Robyne Edwards	Traci Kirby	Kristen Register
Lesley Fry	Amanda Kiser	Tiffany Sanders
Rhonda Furry	Julie Klecka	Martha Southerland

Crystal Gill  
Vanessa Gonzalez  
Staci Greaves  
Julie Griswold

Candice Land  
Heather Marshall  
Janice McCall  
Tina McCullers

Carla Suggs  
Jessica Wagner

**SUBSTITUTES:**

Food Service Department:  
Randie Goetzman  
Jennifer Hurst

**End of Summer Term List  
2017-2018  
School Year**

**RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:**

**RECOMMENDATIONS: ADMINISTRATIVE:**

Branford High School:  
Angela Wood, Assistant Principal, effective July 1, 2018  
REPLACES: New Position

District Office:  
Malcolm Hines, Director of School Safety and Other Administrative Services, effective July 1, 2018  
REPLACES: New Position

Suwannee Intermediate School:  
Joseph Eakins, Assistant Principal, effective July 1, 2018  
REPLACES: Jennifer Beach

Finance and Administration:  
Marsha Brown, Assistant Chief Financial Officer, effective July 1, 2018  
REPLACES: Sherry Peppers

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>
Emily Blackmon	SHS/Teacher	SPS/Teacher	08/03/2018
Stephanie Gray	SMS/Teacher	SIS/Teacher	08/03/2018
Amanda Hurst	SES/Teacher	SMS/Teacher	08/03/2018
Melinda Ahrens	SES/Teacher	SMS/Teacher	08/03/2018
Tammy Neil	BHS/Teacher	SMS/Teacher	08/03/2018
Kelly Parker	SIS/Teacher	SPS/Teacher	08/03/2018

**RECOMMENDATION NON-INSTRUCTIONAL/SCHOOL RELATED:**

**LEAVE OF ABSENCE (FMLA):**

Transportation:  
Scott Koehn, Mechanic, tentatively July 1, 2018, through July 5, 2018, without pay, with the option of returning sooner.

**LEAVE OF ABSENCE (MATERNITY LEAVE):****Suwannee Primary School:**

Monica Djulvez, Paraprofessional, tentatively August 3, 2018, through May 30, 2019, without pay, with the option of returning sooner.

**ADMINISTRATIVE CONTRACTS:**

	<u>TERM</u>
Susan Bass, Coordinator of Data, Assessment, and Accountability	12
J. Walter Boatright, Jr., Director of Human Resources	12
Marsha Brown, Assistant Chief Financial Officer	12
Ethan Butts, Assistant Director of Facilities	12
Mark Carver, Director of Facilities	12
Jimmy Cherry II, Assistant Director of Transportation	12
Lisa Dorris, Director of Food Service	12
Malcolm Hines, Director of School Safety and Other Administrative Services	12
Michele Howard, Coordinator of Health Services and Attendance	11
Mary Keen, Director of Career, Technical, and Adult Education	12
Debra Land, Director of Student Services	12
Christopher Landrum, Director of Transportation	12
Austin Richmond, Assistant Director of Human Resources	12
Kecia Robinson, Coordinator of School Improvement/Title I	12
Elizabeth Simpson, Lead School Psychologist/Multi-Tiered System of Support (MTSS) Facilitator	12
Keith Stavig, Coordinator of District K-12 Technology	11
Katrina Bius-Walker, Coordinator of Opportunity Schools	12
Kelly Waters, Coordinator of Exceptional Student Education (ESE)	12
Joshua Williams, Director of Information Technology	12
Kelli Williams, Coordinator of District PD and K-12 Reading/Title II	11
James Wilson, Coordinator of District K-12 Math	11

**ADMINISTRATIVE 3-YEAR CONTRACTS:**

Bill Brothers, Assistant Superintendent of Administration	12
Vickie DePratter, Chief Financial Officer	12
Janene Fitzpatrick, Assistant Superintendent of Instruction	12

**SCHOOL ADMINISTRATORS:**

	<u>TERM</u>
<b><u>Branford Elementary School:</u></b>	
Jennifer Barrs, Principal	12
Stephanie Busch, Assistant Principal	12
<b><u>Branford High School:</u></b>	
Terry Huddleston, Principal	12
Carl Manna, Assistant Principal	12
Angela Wood, Assistant Principal	12
<b><u>Suwannee Elementary School:</u></b>	
Keri Bean, Assistant Principal	12
<b><u>RIVEROAK Technical College:</u></b>	
Mary Keen, Director of Career, Technical, and Adult Education	12
Julia Ulmer, Coordinator of CTE Student and Community Affairs	12

<u>Suwannee High School:</u>	
Ronald Gray, Principal	12
Tamara Boggus, Assistant Principal	12
Gary Caldwell, Assistant Principal	12
Angelia Stuckey, Assistant Principal	11

<u>Suwannee Intermediate School:</u>	
Jennifer Beach, Principal	12
Joseph Eakins, Assistant Principal	12

<u>Suwannee Middle School:</u>	
Jimmy Wilkerson, Principal	12

<u>Suwannee Virtual School:</u>	
Diedre McManaway, Principal	12

### **SCHOOL ADMINISTRATORS 3-YEAR CONTRACTS:**

<u>Suwannee Elementary School</u>	
Amy Boggus, Principal	12

<u>Suwannee Middle School:</u>	
Laura Williams, Assistant Principal	12

<u>Suwannee Primary School:</u>	
Marsha Tedder, Principal	12
Lisa Garrison, Assistant Principal	12

### **RECOMMENDATIONS: INSTRUCTIONAL:**

#### **CONTRACT RECOMMENDATIONS:**

#### **ANNUAL CONTRACTS:**

	<u>TERM</u>
<u>Branford Elementary School:</u>	
Victoria Jensen	10
<u>Branford High School:</u>	
Eleanor Coker	10
Carlos Diaz	10
Joshua McInnis	10
<u>RIVEROAK Technical College:</u>	
**Jenny Hurst	12
**Katie Miller	12
**Susan Morgan	12
**Traci Thompson	12
**Traci West	12
<u>Suwannee High School:</u>	
Isaac Chandler	10
**Ashley Cato Conner	10
Sherry Dean	10

Suwannee Intermediate School:

Julie Griswold	10
Leah Harrell	11
Brenda Morris	10

Suwannee Middle School:

Francis (BJ) Cohen	10
Kim Cohen	11
Patrice Parker	10
Alexi Wilson	10
Lawanna Zimmerman	10

Suwannee Primary School:

Brittany Broughton	10
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\*\*Non-certificated

Professional Service Contract (Renewals):Branford Elementary School:

Susan Mackin	10
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Suwannee Elementary School:

Holly McMillan	10
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RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Deborah Crawford	BHS/8-hour Food Service worker	BHS/6-hour Food Service worker	8/03/2018	Debbie Ibarra
Edith Underwood	BES/8-hour Food Service worker	BHS/8-hour Food Service worker	8/03/2018	Deborah Crawford

The following contract and term status are granted as indicated below:

Job titles are 2018-2019 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>District Office:</u>			
*Karen Bates	Payroll Supervisor	C	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
*Leigh Fernald	Admin. Support Specialist-Food Service/Federal Programs	C	12
*Claire Green	Secretary, Administrative	C	12
Jillian Herron	Secretary, Administrative I	A	12
Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
Lorraine Musgrove	Facilities Assistant	C	12
*Robinette Odom	Secretary, Administrative I	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12



Juana Torres	Migrant Education Recruiter/Advocate	C	12
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\*Confidential employee

Branford Elementary School:

Teresa Allen	Media Clerk	C	10
Sara Benson	Pre-K Paraprofessional	A	09
Michelle Bozeman	Paraprofessional	A	09
Lyndsey Browning	Paraprofessional	A	09
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Dave Guyton	Custodian	C	12
Amanda Harris	School Secretary	C	12
Belinda Horn	Paraprofessional	C	09
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	INT C	09
Anthony Jackson	Head Custodian	C	12
Karen Knighton	Paraprofessional	C	09
Amanda Martin	Paraprofessional	A	09
Jenny McCook	Pre-K Paraprofessional	C	09
Pamela Norton	Paraprofessional	C	09
Magaly Rosalio Ocampo	ELL Paraprofessional	A	09
Brenda Raulerson	Paraprofessional ESE	C	09
Sharon Richardson	Registrar	C	12
Kendra Rife	Custodian	A	12
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	C	09
Yvonne Topham	Paraprofessional	C	09

\*Confidential employee

Branford High School:

Jerri Byrd	Media Clerk	C	10
Sharon Cregg	Custodian	C	12
Erica Daies	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Daphine Harden	Paraprofessional	C	09
Naela L. Jimenez	Paraprofessional	A	09
Cheri Kennedy	ESE Paraprofessional	A	09
Michele Lambert	Paraprofessional	C	09
Lynn Peaden	Paraprofessional	INT C	09
John Perry	Paraprofessional	A	09
Lauri Reaves	School Secretary	C	12
Dana Root	Paraprofessional	A	09
John Stancel	Custodian	C	12
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Head Custodian	C	12
Deborah Yates	ESE Paraprofessional	C	09

\*Confidential employee

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
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K. Douglas Bates	Facilities Assistant/Project Manager	C	12
John Betz	Maintenance Man I	A	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man II	A	12
John Garrison	Assistant Grounds Foreman	C	12
Mercedes Gervacio	Custodian	C	12
Christina Vann	Administrative Secretary I	A	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Levi McCall	Groundskeeper	C	12
Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Terry Richardson	Painter	C	12
Tyler Smith	Groundskeeper	C	12
Katlin Westrich	District Secretary	C	12
Kevin Williams	Groundskeeper	INT C	12
 <u>Food Service:</u>			
Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	A	09
Terrie Baker	Food Service Worker-8 hr.	C	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Cathy Carter	Food Service Worker-8 hr.	A	09
Pamela Carver	Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Kimberly Choe	Food Service Manager	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Deborah Crawford	Food Service Worker-6 hr.	C	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-8 hr.	A	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Lisa Fralick	Food Service Worker-8 hr.	C	09
Yamile Gafas	Food Service Worker-8 hr.	A	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	A	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Randie Goetzman	Food Service Worker-3 hr.	PT	09
Linda Hingson	Food Service Worker-8 hr.	C	09
Shirley Holland	Food Service Worker-8 hr.	C	09
Rosanna Holtzclaw	Food Service Manager	C	09
Jennifer Hurst	Food Service Worker-3 hr.	PT	09
Reba Hurst	Food Service Manager	C	09
Irina Hutchison	Food Service Worker-6 hr.	A	09
Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager	C	09
Wendy Jones	Food Service Manager	C	09
Nannette Kimbro	Food Service Manager	C	09

Rebecca Kirby	Food Service Manager	C	09
Robin Krause	Food Service Worker-3 hr.	PT	09
Leslie Kurtz	Food Service Worker-8 hr.	A	09
Janice Lee	Food Service Manager	C	09
Evelin Najera	Food Service Worker-6 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Uriel Perez	Food Service Worker-3 hr.	PT	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Melanie Rickett	Food Service Manager	C	09
Donna Rightmire	Food Service Worker-3 hr.	PT	09
Debbie Rodgers	Food Service Worker-3 hr.	PT	09
Dawn Shearer	Food Service Worker-8 hr.	A	09
Brenna Smith	Food Service Worker-3 hr.	PT	09
Natella Smith	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-8 hr.	C	09
Margaret Turner	Food Service Worker-3 hr.	PT	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Worker-8 hr.	C	09
Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	C	09

Information Technology Department:

Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	A	12
Kelly Philmore	Network Specialist	C	12
Natasha Pittman	Software Specialist	C	12
Evan Saunders	Information Technology Technician	C	12
Edmund Thompson	Information Technology Technician	INT C	12

School Nurses:

Goldie Fralick	School Nurse	C	10
Kelly Melland	School Nurse	A	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds	School Nurse	C	10
Mary Katherine Sellgren	School Nurse	C	10

Suwannee Elementary School:

Tanya Crain	Paraprofessional	C	09
Tamara Felton	Paraprofessional	A	09
*Kay Glass	Administrative School Secretary	INT C	12
*Tammy Johns	School Bookkeeper	C	12
Cheryl Ann Jackson	Media Clerk	C	10
Cathy Jerkins	Paraprofessional	C	09
Keith Johnson	Custodian	C	12
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
Heather Marshall	Paraprofessional	C	09

Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09
Natalia Morales Ortega	Paraprofessional	A	09
Nellie Pate	Paraprofessional	C	09
Vernita Reed	Head Custodian	C	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
James Thomas	Paraprofessional	A	09
Elisahar Woloszyn	Paraprofessional	A	09

\*Confidential employee

RIVEROAK Technical College:

Richard Allen	School/Community Liaison	C	12
Jennifer Floyd	Clerk	A	12
Robert George	Head Custodian	C	12
Laura Hernandez	School Secretary	C	12
Claudies Ivey	Custodian	C	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
*Tommy Miller	School Bookkeeper	INT C	12
Sherry Peppers	Financial Aid Coordinator	C	12
John Sinclair	Paraprofessional	C	09
*Dana Tidwell	Administrative Secretary I	C	12
Terry Vickers	Community Relations Specialist	A	12

\*Confidential employee

Suwannee High School:

Kathleen Aukerman	Administrative Secretary	C	12
Carla Blalock	Media Clerk	C	10
Cynthia Brown	Custodian	A	12
Viola Brown	Custodian	C	12
*Heather Crotty	School Bookkeeper	C	12
David Daniels	Custodian	C	12
Annah Davis	Interpreter/Paraprofessional	A	09
Nahjawan Dukes	ESE Paraprofessional	INT C	09
Stephanie Eady	Paraprofessional	A	09
Cody Gamble	ESE Paraprofessional	A	09
Linda Goodman	Custodian	C	11
Jazmin Marrero Guerra	ESE Paraprofessional	INT C	09
Kelly Hamm	ESE Paraprofessional	A	09
A. Lloyd Jackson	Head Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Brant Jessup	ESE Paraprofessional	INT C	09
Yvette Perez	Migrant Paraprofessional	C	10
Christopher Ringlein	Custodian	A	12
Janette Schenck	ESE Paraprofessional	C	09
Ronald Tucker	Paraprofessional	C	09
Kelly Wiggins	ESE Paraprofessional	C	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	A	11

\*Confidential employee

Suwannee Intermediate School:

Lori Alban	School Secretary	C	12
Christina Batton	ESE Paraprofessional	C	09
Tramane Carwise	ESE Paraprofessional	A	09
Crystal Gill	Paraprofessional	C	09
*Tina Colvin	School Bookkeeper	C	12
Michael Herring	ESE Paraprofessional	C	09
Shari Lynn Herron	ESE Paraprofessional	C	09
Naela Jimenez	Pre-K Paraprofessional	C	12
Catherine Melton	Paraprofessional	C	09
Dona E. Norris	Media Clerk	C	10
Timothy Rickett	Custodian	C	12
Mayra Salazar Villa	Paraprofessional	C	09
Tiffany Sanders	Paraprofessional	C	09
Lori Smith	Head Custodian	C	12
Monica Sauer	Paraprofessional	INT C	09
Holly Setzer	Paraprofessional	C	09
Benjamin Smith	Paraprofessional	A	09
Amy Steed	Paraprofessional	C	09
Pamela Taylor	Paraprofessional/Interpreter	C	09
Erin Vogel	School Secretary	C	12

\*Confidential employee

Suwannee Middle School:

D. Evelyn Aue	School Secretary	C	12
Amanda Bartley-Ramirez	Paraprofessional	C	09
Deborah Davis	Paraprofessional	INT C	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Brenda Johnson	Custodian	A	12
Chanda Johnson	Custodian	A	12
Martha Jones	Paraprofessional	A	09
Catherine Melton	Paraprofessional	A	09
Verhonda Morris	ESE Paraprofessional	INT C	09
Theresa Owens	Paraprofessional	C	09
Jan Prentice	Bookkeeper	A	12
Kathleen Shea	Administrative School Secretary	C	12
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Clerk	A	11
Barbara Tucker	ESE Paraprofessional	C	09
Jacquelyn Wiggins	ESE Paraprofessional	C	09
Amanda Williams	Paraprofessional	C	09
Carla Williams	General Receptionist	C	11
Kayla Williamson	Paraprofessional	C	09

\*Confidential employee

Suwannee Primary School:

Ila F. Allen	Paraprofessional	C	09
June Bashaw	Pre-K Paraprofessional	C	09
Marolyn Black	Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Gail Butler	ESE Paraprofessional	C	09
Kadie Butler	ESE Paraprofessional	C	09
Misty Cashmore	Paraprofessional	C	09
Melanie Chambliss	Secretary/Administrative Aide	C	12
Denise Chandler	Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	C	09
Tenlee DeLoach	Pre-K Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Alice Gambel	Paraprofessional	C	09
*Debra Gamble	School Bookkeeper	C	12
Meredith Garrison	Paraprofessional	INT C	09
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	C	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	INT C	09
Imelda Jaramillo	Pre-K Interpreter/Parent Liaison	C	12
Nancy Jernigan	ESE Paraprofessional	C	09
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
Brittany Lock	Paraprofessional	C	09
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Vanessa Mares Isidro	Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	A	09
Logan Register	Paraprofessional	INT C	09
Marcia Riegel	Paraprofessional	C	09
Betty Riley	Pre-K Paraprofessional/Lead CDA	INT C	09
Debbie Ritchey	Custodian	C	12
Amy Sansouci	School Secretary	A	12
Julie Skeen	Paraprofessional	C	09
Tara Smith	Paraprofessional	C	09
Kimberly Steichen	Paraprofessional	A	09
Mackia Strickland	Paraprofessional	A	09
Geraldine Thomas	Paraprofessional	C	09
Alexander Torres	Custodian	A	12
Lori Torres	Paraprofessional	C	09
Dora Townsend	Pre-K Paraprofessional/Lead CDA	C	09
Rhonda Twilley	Paraprofessional	C	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

\*Confidential employee

Transportation Department:

Amber Allen	Bus Driver	A	09
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Deseree Ansley	Bus Driver	A	09
Tyrone Ansley	Bus Driver	INT C	09
David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Dorie Bingemann	Bus Driver	C	09
Rashunda Bowden	Bus Driver	A	09
David Boyce	Bus Driver	A	09
*Sharon Braun	Administrative Secretary I	A	12
Alma Brown	Bus Driver	C	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	C	09
Jimmy Cannon	Bus Driver	A	09
Nisa Carlisle	Bus Driver	A	09
Luz Cartagena	Bus Driver	A	09
Donna Cassan	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	A	09
*Gary A. Colvin	Vehicle Maintenance Manager	C	12
Shawarren Cooks	Bus Driver	A	09
Daisy Couture	Bus Attendant	INT C	09
Carol Deas	Bus Driver	C	09
Tayla Davison	Bus Driver	A	09
Frederick Deaver	Bus Driver	A	09
Eunice Dunmore	Bus Driver	C	09
Debra Durden	Crossing Guard	PT	09
Crystal Fernandez	Bus Driver	INT C	09
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Head Mechanic	C	12
Robin Garbett	Bus Driver	INT C	09
Eva Garitson	Bus Driver	A	09
Ana Gienger	Bus Driver	C	09
Karen Gilbert	Bus Driver	A	09
Toni Hansard	Bus Driver	C	09
Robin Hein	Bus Driver Trainer	A	12
Teneshia Henderson	Bus Driver	C	09
Debra Hill	Bus Attendant	C	09
Pamela Hough	Bus Driver	A	09
Jeffry Hunt	Bus Driver	A	09
Jennifer Hurst	Bus Driver	A	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	A	12
*Kelly Jenkins	Administrative Secretary I	C	12
Leon Kaczmarek	Bus Driver	INT C	09
Samantha Kczmarek	Bus Driver	A	09
Devon Kearney	Bus Driver	A	09
Gina Knight	Bus Driver	A	09
Scott Koehn	Mechanic	C	12
Robin Krause	Bus Driver	A	09
Kathy Laschanzky	Bus Driver	A	09
Mary Mais	Bus Driver	INT C	09

Paul Mercer	Bus Driver	A	09
Kristine Meyer	Bus Driver	C	09
Eva Moore	Bus Driver	C	09
Michael Munhall	Parts Inventory Clerk	C	12
Sandra Neely	Bus Driver	C	09
James Newport	Crossing Guard	PT	09
Lynn Otterbine	Crossing Guard	PT	09
Monica Pitts	Bus Driver	C	09
Phyllis Postell	Bus Driver	C	09
Jack Powell	Bus Driver	A	09
Gloria Presley	Bus Driver	C	09
Stacy Ray	Mechanic	A	12
Cathy Reed	Bus Driver	A	09
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Driver	A	09
Sheila Rowden	Bus Driver	A	09
Synthia Schnaudigel	Bus Driver	C	09
August Schomburg	Bus Driver	A	09
Yvan Theoret	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Maria Torres	Bus Driver	A	09
Linda Vanous	Bus Driver	INT C	09
Misty Voss	Bus Driver	C	09
Alice Wenig	Bus Driver	INT C	09
Ashley Wildman	Bus Driver	A	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

\*Confidential employee

**End of List  
2018-2019  
School Year**