

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
May 9, 2017

AGENDA

Call to Order – Immediately following the workshop

The Superintendent recommends approval to adopt the agenda.

**Superintendent of Schools – Ted Roush:**

1. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-99      Affiliation Agreement School-Based Services between the Suwannee School District and Trenton Medical Center, Inc. d/b/a Palms Medical Group for student athletic physicals (Note: This contract replaces contract #2017-92, which was previously Board approved on March 28, 2017.)  
(*Revised/Renewal*) (pgs. 3-10)

**Chief Financial Officer – Vickie DePratter:**

2. The Superintendent recommends 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.)

#2018-06      Agreement between the Agency for Health Care Administration and the Suwannee County School District for the Provision and Reimbursement of Administrative Claiming Activities (*New*)  
(pgs. 11-15)

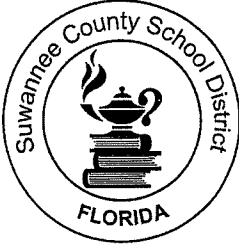
**Director of Career, Technical, and Adult Education – Mary Keen:**

3. The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2017-102      Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Bienvenido Samera, MD PA, Branford, Florida (*New*) (**pgs. 16-22**)

Adjourn

# 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:** Suwannee County School Board

**FROM:** Ted L. Roush, Superintendent of Schools *TR*

**THRU:** Vickie DePratter, Chief Financial Officer *VD*

**DATE:** May 4, 2017

**RE:** Agenda Item for May 9, 2017, Special Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement:

#2017-99      Affiliation Agreement School-Based Services between the Suwannee School District and Trenton Medical Center, Inc. d/b/a Palms Medical Group for student athletic physicals (Note: This contract replaces contract #2017-92, which was previously approved on March 28, 2017.) (*Revised/Renewal*)

### BACKGROUND:

Two schools were added (Suwannee Middle School and Suwannee High School) as service locations; for a total of four service locations to provide continuing school-based services for the District. This agreement has been approved by Board Attorney Leonard Dietzen.

**AFFILIATION AGREEMENT  
SCHOOL-BASED SERVICES**

This Agreement (the "Agreement") is entered into on the 9th day of May, 2017 by and between the Suwannee School District (hereinafter referred to as "District") and Trenton Medical Center, Inc., d/b/a Palms Medical Group, a Florida not for profit corporation (hereinafter referred to as "PMG").

**RECITALS**

The District is a unit of government in Suwannee County, Florida established pursuant to Section 1001.30 of the Florida Statutes and is responsible for the control, organization and administration of the schools in Suwannee County, Florida.

This District has the sole power to contract for the provision of services to schools that are under its jurisdiction in Suwannee County, Florida.

The District desires to make available to its students certain primary and preventative health care services including, but not limited to, student physicals.

PMG is a Federally Qualified Health Center that specializes in the delivery of primary health care services in Suwannee County, Florida.

The District desires to contract with PMG in order to provide the below listed services to the students at schools under the District's supervision.

The Parties Agree As Follows:

1. Term.

This Agreement shall govern the relationship of the parties for an initial 1 (One) year period and shall take effect on May 9, 2017. It is anticipated that the Agreement shall continue beyond the initial term and therefore shall automatically renew for successive one (1) year terms thereafter, unless otherwise terminated or amended, as provided herein.

2. Obligations of PMG.

PMG shall provide limited preventative and primary health care services to the District's students. Such services shall include;

- a. Limited Student Physicals/Sports Physicals – (provided by Physicians, Physician Assistants, and Advanced Registered Nurse Practitioners)
- b. Immunization Services – (addressing immunizing students against infectious illnesses)

The above referenced services shall be provided at any one of the school locations listed on Exhibit A. The parties shall determine the scheduling of the above services with the individual school principals and/or coaches.

3. Obligations of District.

The District shall make available to PMG sufficient space within a respective school to allow PMG to provide the services listed in Section 2. The District, via the individual schools, will assist PMG in distributing relevant information to the parents of students regarding the services to be provided as well as assist PMG in obtaining appropriate written consent for the services to be provided.

4. Compensation.

PMG will not seek compensation for sports physicals provided under this Agreement. In the event PMG preforms an immunization clinic for the district an Addendum for compensation will be added to this agreement and signed by both parties, prior to PMG preforming any services.

5. Independent Contractor.

The parties intend to create an independent contractor relationship, and it is of the essence of this Agreement that PMG is an independent contractor for all purposes, including tax purposes. Any contrary final determination by a board, administrative proceeding, or court of competent jurisdiction shall entitle the District to amend this Agreement in any way necessary to establish and maintain an independent contractor relationship. In the event such amendment is not possible, this Agreement may be terminated by District. Neither party to this Agreement has any authority to employ or retain any person on behalf of the other. Each shall have the exclusive right to select, engage, fix the compensation of, discharge and to otherwise manage, supervise and control any persons hired by them, and shall be responsible for all obligations and discharge all liabilities imposed under labor, wage hour, workers' compensation, unemployment compensation or insurance, Social Security and other federal, state and municipal laws and regulations.

PMG agrees that it will not be treated by the District as an employee, and that it is solely responsible for any tax liability relating to its business, including payment of federal income taxes, self-employment taxes and payroll taxes, as required. PMG hereby agrees to indemnify and hold the District harmless against any costs, charges or claims which may arise out of the failure to perform obligations or discharge the liabilities referenced in this section.

6. Professional Services.

It is expressly acknowledged by the parties to this Agreement that PMG employees and contractors providing services under this Agreement are duly licensed to in the State of Florida to provide the services contemplated in this Agreement. It is further acknowledged by the parties that PMG's employees shall perform all professional medical services provided to patients of the District consistent with the requirements of their respective license and shall perform all services with respect to the diagnoses and treatment of patients in such manner as they, in the independent exercise of medical judgment, deem to be in the best interest of the patients. .

7. Professional Liability Insurance.

PMG has been "deemed" as an employee of the Federal Government pursuant to the Federally Supported Health Centers Assistance Act of 1995 (Pub. L. 104-73). As such, all of the

**SCSB 2017-99 (REVISED/RENEWAL)**

Replaces SCSB 2017-92 previously approved on 03/28/2017

PMG's employees, as well as the PMG itself, has been afforded protection under the Federal Tort Claims Act for all claims relating to personal injury, including death, resulting from the performance of medical treatment to the patients under the terms of this Agreement.

8. Termination.

8.1 Termination without Cause.

Either party may terminate this Agreement, without cause, upon twenty (20) days written notice, at any time after the expiration of the initial year of this Agreement,

8.2 Termination for Cause.

- a. The Agreement may be terminated in the event that either party fails to observe, perform or otherwise defaults or breaches any material covenants, agreements or obligations under this Agreement and such failure continues for a period of ten (10) days after receipt by the other party of notice thereof.
- b. The Agreement may be terminated should legal counsel for either party reasonably conclude that any portion of or provision in this Agreement is or may be in violation of any federal, state or local law, regulation or ordinance, unless that parties are able to agree to such modifications of the Agreement as may be necessary to establish compliance with such law, regulation or ordinance.

9. Waiver.

The waiver by the District of the breach of any provision of this Agreement by the PMG shall not operate or be construed as a waiver of any subsequent breach by the PMG.

10. Notices.

Any notices permitted or required under this Agreement shall be deemed given upon the date of personal delivery or two business days after the date of deposit in the United States mail, postage fully prepaid, return receipt requested, addressed to District at:

Ted L. Roush  
Suwannee County School District  
702 2<sup>nd</sup> Street, NW  
Live Oak, FL 32064

addressed to the PMG at:

Anita H. Riels, CEO  
23343 NW CR 236  
High Springs, FL 32643

or at any other address as any party may, from time to time, designate by notice given in compliance with this Section.

11. Law Governing.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

12. Entire Agreement.

This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this or any prior Agreement between the parties. This Agreement may be subsequently modified only by a writing signed by the parties to this Agreement, except as may be otherwise expressly provided in this Agreement.

13. Agreement Binding.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14. Attorney Fees.

In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

15. Presumption.

This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

16. Fraud and Abuse Compliance.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. By entering into this Agreement, the parties specifically intend to comply with all applicable laws, rules and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

17. Warranties by PMG.

PMG has warranted that; (a) None of its employees license to practice as licensed professional in the State of Florida, or in any other State, has never been suspended or revoked at any time, unless and except as disclosed to District in writing prior to executing this Agreement; and (b) PMG has never taken any acts in violation of 42 U.S.C. section 1395nn (the Stark Law), Chapter 456.053, Florida Statutes (The Patient Self Referral Act), Chapter 456.054, Florida Statutes (anti-kickback prohibition), Chapter 817.505, Florida Statutes (prohibition against patient brokering), or the Federal anti-kickback statute, 42 U.S.C. 1320a-7(b) nor does PMG know of any threatened or pending administrative or legal action by any governmental agency involving PMG, unless and except as disclosed to the District in writing prior to the execution of this Agreement. (c) PMG and its licensed professionals have not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any Federal or state health care programs. PMG shall indemnify and hold harmless the District from any and all liability which may arise from breach of any warranty made above, including the payment of the reasonable attorney fees incurred by the District investigating and defending any action, claim, investigation or inquiry, whether such action be well founded or not.

18. Public Records.

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B which is incorporated by reference herein.

19. Sovereign Immunity.

Nothing contained in this Agreement shall be interpreted or construed to mean that the District waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

**SUWANNEE SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ted L. Roush

As its: Superintendent of Schools

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

By: \_\_\_\_\_  
Jerry Taylor

As its: Board Chairman

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

**PALMS MEDICAL GROUP**

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

As its: \_\_\_\_\_

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



**SCSB 2017-99 (REVISED/RENEWAL)**  
Replaces SCSB 2017-92 previously approved on 03/28/2017

**EXHIBIT A**

**Service Locations:**

Branford High School (includes Branford Middle School)  
405 NE Reynolds  
Branford, FL 32008

Branford Elementary School  
26801 SR 247  
Branford, FL 32008

Suwannee Middle School  
1730 Walker Avenue  
Live Oak, FL 32064

Suwannee High School  
1314 Pine Avenue SW  
Live Oak, FL 32064

**EXHIBIT B**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2016)**

**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 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), for additional record keeping requirements.

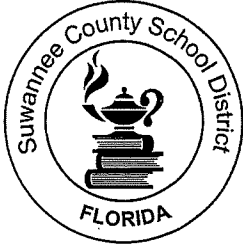
**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

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 (2016).

# SUWANNEE COUNTY SCHOOL DISTRICT



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DISTRICT 5

**LEONARD J. DIETZEN, III**  
BOARD ATTORNEY

## MEMORANDUM

**TO:** Ted Roush, Superintendent of Schools *TR*

**FROM:** Vickie Music DePratter, Chief Financial Officer *MD*

**DATE:** May 1, 2017

**RE:** Agenda Item for May 9, 2017, Special Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following agreement:

#2018-06 Agreement Between the Agency for Health Care  
Administration and the Suwannee County School District for  
the Provision and Reimbursement of Administrative  
Claiming Activities

### BACKGROUND:

The District receives Medicaid reimbursement for administrative claiming activities. The agreement is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. This agreement has been reviewed and approved by Board attorney, Leonard Dietzen.

**AGREEMENT BETWEEN THE AGENCY FOR HEALTH CARE ADMINISTRATION  
AND THE Suwannee County School District  
FOR THE PROVISION AND REIMBURSEMENT  
OF ADMINISTRATIVE CLAIMING ACTIVITIES**

The Agency for Health Care Administration (AHCA) and the Suwannee County School District hereby agree to the principles, terms and effective dates carried in this agreement. This agreement is set forth to define each party's responsibilities in order to effectively administer the provision of and reimbursement for Medicaid administrative claiming activities and is necessary to implement parts of the Medicaid state plan under Title XIX of the Social Security Act. Legal authority for this program is found in sections 1011.70, 409.9071, and 409.908, Florida Statutes, and Title XIX of the Social Security Act. AHCA is the single state agency in Florida under Title XIX of the Social Security Act. Additional, specific federal governing policies and procedures are found in the Office of Management and Budget's (OMB) Circular A-87 and the Code of Federal Regulations (CFR), Title 45, Parts 74 and 95.

**I. General Principles**

This agreement is to be based on the following general principles:

1. The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid administrative claiming activities, within parameters set by the federal Centers for Medicare and Medicaid Services (CMS) and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
2. This agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
3. This agreement shall replace any previous agreements or memorandums of understanding which may already exist between these parties.
4. Any County School District contractors involved with administrative claiming activities are bound by this agreement with regard to administrative policies and procedures.
5. This agreement provides a mechanism for payment of federal funds from CMS and the parties agree that it in no way creates a requirement for AHCA to reimburse any County School District from AHCA state funds.

**II. Terms**

AHCA agrees to the following terms:

1. AHCA will develop a list and description of Medicaid reimbursable school district administrative claiming activities as defined in Chapter 2 of the federally approved School District Administrative Claiming Guide performed by County School District contract or salaried staff, in coordination with the Department of Education.
2. AHCA will review school district administrative claims for Medicaid reimbursement on a quarterly basis and reimburse the County School District for administrative claiming where allowed under CMS' policies and procedures for the program.
3. AHCA will reimburse the County School District based on federally established rates of 50 percent of allowable administrative activities performed by personnel.
4. AHCA will reimburse the County School District one hundred percent (100%) of the federal share of actual and reasonable costs for Medicaid administrative activities provided by county school districts, as determined by CMS approved cost allocation methodologies and time study formulas.
5. AHCA will forward claims for funding to CMS for Title XIX participation.
6. AHCA will periodically monitor the County School District for compliance with record keeping requirements for reporting reimbursable activities and capturing time, as well as the sampling process and results.
7. AHCA will produce any Medicaid specific reports deemed necessary for the County School District.
8. AHCA will develop procedures for recoupment from the County School District, if warranted by AHCA or CMS monitoring.
9. AHCA will notify the County School District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
10. AHCA will designate an employee to act as a liaison for the County School District for the administrative claiming program.

The County School District agrees to the following terms:

1. The time accounting system used by the County School District or its contractor must comply with the requirements contained in OMB Circular A-87 and 45 CFR.
2. The County School District must follow the policies and procedures contained in the AHCA "School District Administrative Claiming Guide."

3. Any recoupment of funds due to an audit exception, deferral or denial deemed appropriate by CMS or AHCA will be the responsibility of the County School District, even after withdrawal from the program.
4. The County School District will maintain (or coordinate a contractor's assistance in maintaining) an AHCA/CMS approved administrative claiming program to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools and the application of sample percentages to accounting pools in a manner which will document the process for audits.
5. The County School District will submit claims to AHCA for administrative activities on a quarterly basis. Claims must be submitted as required in Chapter 7 of the School District Administrative Claiming Guide.
6. The County School District shall maintain and be able to produce within specified time frames requested records and material for CMS or AHCA audits.
7. The County School District will designate an employee to act as liaison with AHCA for issues concerning this agreement.

### **III. Confidentiality**

The County School District agrees to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

### **IV. Effective Date, Changes, Life of this Agreement**

1. Effective July 1, 2017, all districts will enter into a new agreement with the Agency. This new agreement will be valid for five (5) years and eligible to be renewed at five year intervals (July 1, 2017 to June 30, 2022). The effective date of this agreement will be July 1, 2017 for all districts that participate in this program at July 1, 2017. Any other school district that enters the program between July 1, 2017 and June 30, 2022 will have the same effective date and termination date of the other established districts.
2. Changes may be made to the agreement in the form of amendments and must be signed by all parties.
3. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
4. The initial agreement will continue in effect for the earlier of five years or until terminated by either AHCA or the County School District. Thereafter, each renewal agreement shall be in effect for a period of five (5) years or until terminated by either AHCA or the County

School District. AHCA or the County School District may terminate this agreement by providing a thirty (30) day written notification to the other party.

**SIGNATORIES:**

\_\_\_\_\_  
Chairperson, Suwannee County School Board

\_\_\_\_\_  
Authorized School District Representative  
Ted L. Roush, Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Suwannee  
Name of County School District

\_\_\_\_\_  
Deputy Secretary for Medicaid

\_\_\_\_\_  
Date



415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools *TR/MD*  
**FROM:** Mary Keen, Principal, RIVEROAK Technical College *MP*  
**THRU:** Vickie DePratter, Chief Financial Officer *MD*  
Dr. Bill Brothers, Assistant Superintendent of Administration *BB/MD*  
**DATE:** May 2, 2017  
**RE:** Agenda Item for May 9, 2017, Special Board Meeting

### RECOMMENDATION:

The Superintendent recommends approval of the following contract/agreement: NEW

#2017- 102 Dr. Bienvenido Samera, MD – Patient Care Technician  
and Practical Nurse Education Programs

### BACKGROUND:

The above listed agreement will provide clinical observations and training for students enrolled in the Patient Care Technician and Practical Nurse Education Programs at RIVEROAK Technical College.



Serving students from Alachua, Columbia, Dixie, Gilchrist, Hamilton,  
Jefferson, Lafayette, Levy, Madison, Suwannee and Taylor Counties



**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

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

This Agreement is entered into on February 1, 2017, 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 February 1, 2017 through June 30, 2018; 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 (2016) 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**

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

EXHIBIT A

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2016)**

**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 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), 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 (2016), 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 (2016).