

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
September 12, 2017

AGENDA

Call to Order – Immediately following the Workshop

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

1. The Superintendent recommends approval of the following contracts/agreements for the 2017-2018 school year: (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2018-77      Clinical Education/School Affiliation Agreement between Suwannee County School Board and Notami Hospitals of Florida, Inc. d/b/a Lake City Medical Center for the Patient Care Technician Program (*New*) **(pgs. 2-11)**
  - #2018-78      Contractual Agreement between Suwannee County District School Board and District School Board of Madison County on behalf of North Florida Career Pathways Consortium (*Renewal/Revised*) **(pgs. 12-14)**
  - #2018-79      Clinical Education/Affiliation Agreement between Suwannee County School Board and Lake City Surgery Center, LLC, Lake City, Florida, for the Surgical Technology Program (*Renewal/Revised*) **(pgs. 15-20)**
  - #2018-80      Clinical Education Agreement between Suwannee County School Board and Madison Health & Rehabilitation Center, Madison, Florida, for the Practical Nurse Education Program (*New*) **(pgs. 21-26)**
  - #2018-82      Clinical Education Agreement between Suwannee County School Board and Little Pine Pediatrics, PLLC, Madison and Perry, Florida, for the Practical Nurse Education Program (*New*) **(pgs. 27-32)**

Adjourn

**SCHOOL AFFILIATION AGREEMENT**

This Agreement is made and entered into as of September 12, 2017, 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 (2016) 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 (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 1729 Walker Avenue, SW, Ste. 200, 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).

**Contractual Agreement Between  
Suwannee County District School Board  
And  
District School Board of Madison County  
on behalf of  
North Florida Career Pathways Consortium**

This Contract is between the District School Board of Madison County herein referred to as the fiscal agent, and the Suwannee County District School Board. The purpose of this contract is for North Florida Career Pathways Consortium Coordinator to provide Professional/Technical Services to the North Florida Career Pathways Consortium Members in order to implement Consortium activities. This contract shall be effective September 12, 2017 and completed by June 30, 2018, unless agreed to in writing by both parties, and grant period is extended by the Department of Education of the State of Florida.

**Scope of Work:**

The North Florida Career Pathways Consortium consisting of Superintendents, Career and Technical Directors from Hamilton County School District; Jefferson County School District; Lafayette County School District; Madison County School District; Suwannee County School District; Taylor County School District; RIVEROAK Technical College; and, Career and Technical Education Coordinator will meet quarterly to:

- a. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education.
- b. Convert CTE Program of Study into Career Pathways that lead to industry certifications and/or post-secondary education and aligns with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
- c. Convert CTE Programs of Study into Articulation Agreements that are approved by granting organizations.
- d. Compile a detailed budget report of Consortium expenditures for all other participating members of the consortia.

**Deliverables and Outcomes:** The North Florida Career Pathway Consortium will:

- a. Provide district and secondary level "on-site" support for a period of   1   day. Support includes but is not limited to: Program of Study development; development of local articulation agreements and additional CTE support as requested.
- b. Arrange and organize quarterly meetings of Consortium members to discuss Career and Technical Education as evidenced by announcements, agendas, and minutes of meetings.
- c. Provide Consortium members their converted CTE Program of Study which leads to industry certifications and/or post-secondary education and is aligned with regional workforce and economic needs of business and industry as outlined by the FLDOE required criteria.
- d. Provide Consortium members with completed written Articulation Agreements that are Board approved by granting organizations.
- e. Submit a detailed budget report of Consortium expenditures for all other participating members of the consortia.

**A Fixed Price of \$1,000.00** will be designated from the Suwannee County's operating budget to be utilized by the North Florida Career Pathway Consortium in order to carry out consortium deliverables.

**Fiscal Reports and Method of Payment:**

Madison County School District will invoice the Suwannee County School District by September 30, 2017

**Intervention of Agreement:** Mindful of the high cost of litigation, not only in dollars, but also in time and energy, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure to be followed in the event any controversy or dispute should arise out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. If a dispute develops between the parties to this contract, the parties will submit to non-binding mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Disputes will be mediated by a subcommittee composed of the North Florida

**Contractual Agreement Between Suwannee County District School Board and Madison County District School Board**  
**Page 2**

Career Pathways Consortium members appointed by the Chair to investigate and bring recommendations back to the Consortium meeting for resolution. If there cannot be a resolution, then the contract will be terminated.

**Termination of Agreement:**

This agreement may be terminated prior to June 30, 2018, by written agreement of both parties.

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

**Therefore,** in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**District School Board of Madison County**

\_\_\_\_\_  
Dr. Karen Pickles, Superintendent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Bart Alford, Chairperson

Dated: \_\_\_\_\_

**District School Board of Suwannee County**

\_\_\_\_\_  
Ted Roush, Superintendent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jerry Taylor, Chairperson

Dated: \_\_\_\_\_

"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 (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 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 (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).

**AFFILIATION AGREEMENT**

This Agreement is entered into on July 1, 2017, 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 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

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) 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 (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).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Madison Health & Rehabilitation Center  
Madison, Florida**

This Agreement begins on September 1, 2017, between the Suwannee County School Board (SCSB) and Madison Health & Rehabilitation Center, Madison, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Practical Nurse Education program for qualified students preparing to be Licensed Practical Nurses; 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 one year beginning on September 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 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 (2016) 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

**Madison Health & Rehabilitation Center  
2481 West US Hwy 90  
Madison, Florida, 32340  
(850) 973-4880**

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

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

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 1729 Walker Avenue, SW, Ste. 200, 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).

**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**LITTLE PINE PEDIATRICS**

This Agreement begins on September 1, 2017, between the Suwannee County School Board (SCSB) and Little Pine Pediatrics, PLLC, Madison and Perry, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Practical Nurse Education program for qualified students preparing to be 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 September 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. PUBLIC RECORDS**

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

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- 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 \_\_\_\_\_

**LITTLE PINE PEDIATRICS, PLLC**

**194 NE Hancock  
Madison, Florida 32340**

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

**And**

**1702 S. Jefferson Street  
Perry, Florida 32348**

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

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

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 1729 Walker Avenue, SW, Ste. 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 (2016), 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 (2016).