

AFFILIATION AGREEMENT

**BY AND BETWEEN
CENTURION OF FLORIDA LLC
AND
RIVEROAK TECHNICAL COLLEGE THROUGH
SUWANNEE COUNTY SCHOOL BOARD**

THIS AFFILIATION AGREEMENT ("Agreement") is entered into as of **July 1, 2023** (the "**Effective Date**") by and between **Centurion of Florida LLC ("CENTURION")** and **RIVEROAK TECHNICAL COLLEGE THROUGH SUWANNEE COUNTY SCHOOL BOARD ("HOME INSTITUTION")** (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

WHEREAS, CENTURION and the HOME INSTITUTION recognize that clinical educational opportunities play a critical role in health care education and in health care for the community;

WHEREAS, clinical experience is a required and integral component of the curriculum of the HOME INSTITUTION;

WHEREAS, the HOME INSTITUTION desires the cooperation of CENTURION in the implementation of a clinical experience component of its curriculum (the "**Program**"), and

WHEREAS, CENTURION desires to assist the HOME INSTITUTION in the implementation of the Program for selected students and/or residents ("**Trainees**") within its **FLORIDA DEPARTMENT OF CORRECTIONS (FDC)**

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **Term of Agreement.** The initial term of this Agreement shall be for one (1) year commencing on the Effective Date. Upon the expiration of the initial term and on each anniversary thereafter, this Agreement will automatically renew for successive one (1) year periods, each a renewal term, unless earlier terminated pursuant to the provisions herein. The initial term together with any renewal term(s) shall be known as the "**Term**."
2. **Responsibilities and Acknowledgments of the HOME INSTITUTION.**
 - 2.1 **Selection of Trainees.** The HOME INSTITUTION shall be responsible for selecting only those Trainees who have successfully completed all the prerequisite courses and/or previous clinical education experiences as may be required by CENTURION. The HOME INSTITUTION shall inform CENTURION of the level of training the Trainees have received prior to placement in the Program.
 - 2.2 **Cooperation in Establishing Program.** The HOME INSTITUTION shall provide CENTURION with current information about its curriculum and clinical education goals and will work cooperatively with CENTURION to plan the activities of Trainees participating in the Program.

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- 2.3 **Designation of Field Placement Director.** The HOME INSTITUTION shall designate a faculty member to serve as the HOME INSTITUTION'S Field Placement Director, who shall work with the applicable CENTURION designee in coordinating the Program.
- 2.4 **Responsibility for Academic Aspects.** The HOME INSTITUTION shall retain full responsibility for its academic programs, including the academic aspects of the Program, Trainee admission and promotion, grades, academic credit, accreditation, Trainee advising, educational records and fees.
- 2.5 **Background Screening.** The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program and before participation in the Program commences, Trainees shall submit to any criminal history or other background checks that may be required for entrance into applicable facilities. The HOME INSTITUTION further acknowledges and agrees that facility operators may restrict access or refuse to allow access for any reason, threat or purpose at any time, and may revoke the security clearance of any individual for security-based reasons at any time.
- 2.6 **Immunizations and Health Screenings.** The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program, Trainees must first submit to, or provide evidence of compliance with, any medical tests, immunizations or physical examinations required by facility operators.
- 2.7 **Health Insurance.** The HOME INSTITUTION acknowledges and agrees that, in order to participate in the Program, Trainees must maintain either an individual or HOME INSTITUTION health insurance policy. Evidence of a Trainee's health insurance coverage shall be provided to CENTURION before that Trainee may commence participation in the Program.
- 2.8 **Compliance with CENTURION and Facility Operator Policies.** The HOME INSTITUTION agrees to direct Trainees participating in the Program to adhere to all policies and procedures that COMPANY and/or facility operators may adopt from time to time. Notice of such policies and procedures shall be provided to Trainees.
- 2.9 **Confidential Information and Other Records.** The HOME INSTITUTION agrees to direct Trainees to maintain the confidentiality of any CENTURION confidential or proprietary information, including, but not limited to, financial information, clinical manuals or guides, internal policies and procedures, operations manuals, financial information, Request for Proposal responses, information concerning CENTURION'S patients, and COMPANY developed ideas and data (collectively, "**Confidential Information**"), they may receive or have access to. Notwithstanding the foregoing, Confidential Information shall not include information which (i) is in the public domain or subsequently comes into the public domain without breach of this Agreement or (ii) is required to be disclosed pursuant to a judicial or court order. The HOME INSTITUTION also agrees to direct Trainees to return to COMPANY all CENTURION Confidential Information that may be in Trainees' possession promptly at the termination of their participation in the Program or at any other time upon COMPANY'S request.
- 2.10 **No Surveys or Published Works.** The HOME INSTITUTION acknowledges and agrees that

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neither it nor any Trainee shall make any formal or informal survey, research, inquiry or other study relating in any way to COMPANY, COMPANY'S clients, or COMPANY'S patients, nor shall there be any published work or public presentation relating to the Program experience without the prior written approval of COMPANY. Notwithstanding the foregoing, a Party may use the name of the other Party as appropriate in publications that list institutions that cooperate with it in providing field education experiences.

- 2.11 **Miscellaneous.** The HOME INSTITUTION agrees to direct Trainees to wear appropriate attire when participating in the Program and to notify Trainees that they must arrange for their own transportation, housing, and meals and are responsible for their own medical care.
- 2.12 **Disclosure of Trainees' Educational Records.** The HOME INSTITUTION shall disclose information from a Trainee's educational records, as appropriate, to personnel at COMPANY who have a legitimate need to know such information in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, 20 U.S.C. § 1232g ("FERPA"). COMPANY agrees that it (a) will protect the confidentiality of Trainee information covered by FERPA ("Trainee Information"); (b) will not use such Trainee Information for any purpose other than to carry out the purposes of this Agreement; and (c) will not disclose such Trainee Information except to individuals within its organization who have a legitimate need to know such information.

3. **COMPANY Responsibilities and Acknowledgments.**

- 3.1 **Program Supervision.** CENTURION shall provide a supervised practical learning experience for Trainees as planned with the HOME INSTITUTION.
- 3.2 **Responsibility for Day-to-Day Operations.** CENTURION shall retain full responsibility for day-to-day operations.
- 3.3 **Orientation.** CENTURION shall orient the Trainees to CENTURION and facility policies, procedures, regulations, and customary practices.
- 3.4 **Size of Program.** The number of Trainees who can be accepted for the Program for any given period of time shall be determined by CENTURION and will be dependent upon COMPANY'S needs, objectives and available resources, including available staff, patients and access to facilities.
- 3.5 **Trainee Evaluations.** CENTURION agrees to complete Trainee evaluation reports on forms or in a format to be provided by the HOME INSTITUTION.

4. **Termination of Agreement/Removal of Trainees.**

- 4.1 **Termination without Cause.** Either Party may terminate this Agreement for any reason by providing sixty (60) days' prior written notice of its intention to terminate this Agreement to the other Party.
- 4.2 **Termination with Cause.** Either Party may terminate this Agreement if the other has failed to fulfill any of its material obligations under this Agreement. The Non-Breaching Party must

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provide thirty (30) days' written notice to allow the Breaching Party to cure the breach. The Agreement will terminate if the Breaching Party fails to cure the breach after the expiration of the requisite cure period.

4.3 Additional Termination Provisions.

4.3.1 If any law or regulation (collectively, "**Regulations**") is amended in a way that precludes a Party from lawfully performing its obligations under this Agreement, either Party may terminate this Agreement effective upon the effective date of such amended Regulation.

4.3.2 The HOME INSTITUTION acknowledges and agrees that this Agreement shall terminate upon notice from CENTURION should CENTURION'S contractual relationship with its client, which forms the basis for the **FLORIDA DEPARTMENT OF CORRECTIONS (FDC)**, ends for any reason.

4.3.3 To the extent this Agreement terminates pursuant to any provision within this Section 4, the Parties agree to work cooperatively to explore options to allow Trainees, who have commenced participation in the Program prior to the notice of termination, to complete the Program.

4.4 Removal/Withdrawal of Trainees. CENTURION may temporarily suspend or require the HOME INSTITUTION to remove from the Program any Trainee whose conduct or health status may have a detrimental effect on CENTURION'S programs, staff, or patients as determined by CENTURION in its sole discretion. The HOME INSTITUTION may withdraw from the Program any Trainee whose progress, achievement, or adjustment does not appear to justify continuing with the Program. The HOME INSTITUTION may withdraw from the Program any Trainee whose learning experiences may be adversely affected by any conditions or changes in circumstances of CENTURION. The Parties shall endeavor to plan any withdrawal cooperatively. Further, the HOME INSTITUTION acknowledges and agrees that facility operators may, in their sole discretion, require the removal of a Trainee from the Program at any time and for any reason.

5. Mutual Indemnification. To the extent indemnification is permitted by applicable state and/or federal law, each Party (the "**Indemnifying Party**") agrees to protect, defend, indemnify and hold harmless the other Party, together with its parent and affiliate companies/institutions, and each of their respective boards, officers, directors, managers, trustees, agents, and employees (the "**Party Indemnitees**"), from and against any and all liability, claims, damages, losses, expenses, actions, attorney fees and costs and lawsuits whatsoever (including civil rights claims) arising out of (a) the breach of this Agreement by the Indemnifying Party or (b) the negligence or willful misconduct of the Indemnifying Party. HOME INSTITUTION further agrees to protect, defend, indemnify and hold harmless the CENTURION Party Indemnitees from and against any claim of wages or other compensation or provision of benefits due to Trainees, including but not limited to compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. The Indemnifying Party agrees, at its own expense, to defend against any actions brought or filed against the Party Indemnitees hereunder with respect to the subject of indemnity contained herein.

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6. **Insurance.** The HOME INSTITUTION shall, upon request by CENTURION, provide CENTURION with evidence or explanation of any professional liability insurance or commercial general liability insurance maintained by the HOME INSTITUTION, or individual Trainees as the case may be, providing coverage for Trainees with respect to their participation in the Program.
7. **Independent Contractor.** It is expressly understood and agreed that the Parties shall at all times during the Term act as independent contractors and that neither Party shall have the ability to bind the other Party. Nothing contained in this Agreement shall be deemed to create a joint venture, partnership, or other association or affiliation between the Parties that is inconsistent with the Parties' intended independent contractor relationship. Neither Trainees nor any faculty or other personnel of the HOME INSTITUTION shall be considered an employee of CENTURION or any of its parent or affiliate companies insofar as the subject matter of this Agreement is concerned. Consistent therewith, the HOME INSTITUTION acknowledges and agrees that CENTURION shall not be responsible for the payment of federal, state, and local income taxes, FICA, federal and state unemployment insurance contributions and State Disability Insurance premiums for any Trainee, faculty or other HOME INSTITUTION personnel, nor shall any Trainee, faculty or other HOME INSTITUTION personnel be eligible either to participate in any employee benefit plans maintained by CENTURION or any of its parent or affiliate companies or to receive any fringe benefits from CENTURION or any of its parent or affiliate companies, including but not limited to, vacation, sick pay or other paid days off, retirement, profit sharing, bonuses, training, insurance premium payments, or reimbursement of gas or mileage.
8. **No Compensation.** It is understood that Trainees are not entitled to any monetary compensation from COMPANY for any services which may be provided hereunder, but rather participate in the clinical educational experience in fulfillment of academic requirements as part of a formal educational program. The Parties agree and acknowledge that the Program is for the primary benefit of the Trainees, as opposed to CENTURION, and that no Trainee shall displace any CENTURION employee or be used to augment CENTURION'S workforce. The Parties further agree and acknowledge that a Trainee's participation in the Program shall not entitle that Trainee to employment with CENTURION or any of its parent or affiliate companies upon completion, nor should any Trainee maintain any expectation of permanent employment with CENTURION based upon his or her participation in the Program.
9. **Compliance with Laws/Non-Discrimination.** The HOME INSTITUTION agrees to perform in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, state, and local governments, including orders of any court of competent jurisdiction.
10. **Dispute Resolution.** In the case of a dispute regarding this Agreement or the obligations of the Parties thereunder, the Parties agree to utilize commercially reasonable attempts, including good-faith participation in non-binding mediation should the Parties mutually agree, to resolve the dispute informally before proceeding with court action.
11. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the Program was held. Venue for any action brought pursuant to this Agreement shall lie exclusively in Suwannee County, Florida.
12. **Assignment.** This Agreement may not be assigned by either Party without the express prior written consent of the other Party. Any attempted assignment without such consent will be null and void and of no effect.

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13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior verbal and written agreements. There will be no amendment, modification or waiver of any of the terms and conditions hereof unless in writing and executed by both Parties.
14. **Severability.** This Agreement was drafted with the intent of complying with the applicable law and to the extent possible, will be interpreted in such manner as to be effective and valid under such law. If any provision in this Agreement is in clear violation of the law, such provision will be unenforceable and removed from this Agreement, with the other provisions remaining in full force and effect.
15. **Notices.** All notices provided for in this Agreement will be in writing, duly signed by the Party giving such notice and delivered, mailed by registered or certified U.S. mail or sent by a nationally recognized overnight delivery service, as set forth below; provided that, the Parties may mutually agree, in writing, to provide notice electronically to a designated individual of each Party:

COMPANY:

CENTURION OF FLORIDA, LLC

ATTN: Brett T. Lane, Associate General Counsel
1447 Peachtree St. NE, Suite 500
Atlanta, GA 30309

HOME INSTITUTION:

SUWANNEE COUNTY SCHOOL BOARD

Attn: Ted L. Roush, Superintendent of Schools
1740 Ohio Avenue South
Live Oak, FL 32064

16. **Third Party Beneficiaries.** This Agreement is an agreement between the Parties and confers no rights upon any of the Parties' employees, agents or contractors, or any other third person(s) other than the Party Indemnitees, as defined above.
17. **Precedence.** To the extent any term of this Agreement conflicts with, or otherwise creates ambiguity when viewed against, a term, condition, or other statement in any exhibit hereto, the order of precedence shall be: (a) this Agreement and (b) the applicable exhibit to this Agreement.
18. **Survival.** The rights and obligations of the Parties which by their nature continue after the termination of this Agreement, including, but not limited to, the rights and obligations with respect to, insurance, indemnification, dispute resolution, and governing law shall survive and continue after expiration of this Agreement, and shall bind the Parties, their successors, heirs and assigns.
19. **Public Records.** For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.
20. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party

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affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year.

21. **E-Verify.** Effective July 1, 2020
- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
 - B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
 - C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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IN WITNESS WHEREOF, the Agreement is hereby executed by the duly authorized representatives of the Parties as of the Effective Date.

CENTURION OF FLORIDA, LLC

Signed: Ruth Feltner

Name: Ruth Feltner

Title: UPO

Date: 5/25/23

SUWANNEE COUNTY SCHOOL BOARD

Signed: Jerry Taylor

Name: Jerry Taylor

Title: Board Chairman

Signed: Ted L. Roush

Name: Ted L. Roush

Title: Superintendent of Schools

Date: MAY 23 2023

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

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EXHIBIT A

Public Records Law Requirements under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, LORIE NORRIS, RISK MANAGER, AT 386-647-4608, LORIE.NORRIS@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.